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**2015-2017
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

THE CITY OF EUCLID

AND

**EUCLID PROFESSIONAL FIRE FIGHTERS ASSOCIATION
LOCAL NO. 337
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

EFFECTIVE

**JANUARY 1, 2015
THROUGH
DECEMBER 31, 2017**

Arbitration Order Issued June 17, 2015

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AGREEMENT

ARTICLE 1
PREAMBLE

This Agreement is entered into and between the City of Euclid, hereinafter referred to as the Employer and Local #337, International Association of Fire Fighters, hereinafter referred to as the Union. The purpose of this Agreement is to: ensure the continued effective and efficient operation of the Euclid Fire Department; maintain harmonious relations between the Fire Chief and the employees; address the legitimate interests of the employees regarding the determination of their wages, hours, terms and conditions of employment; promote individual efficiency in fulfilling the mission of the Fire Department; promote fair and reasonable working conditions; avoid interruption or interference with the effective and efficient operation of the Fire Department; and provide equitable and peaceful adjustments of differences that may arise in regard to this Agreement.

ARTICLE 2
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the positions of Fire Fighters, Lieutenant, Captain, and Platoon Chief.

ARTICLE 3
UNION SECURITY

SECTION 1.

The Employer agrees to deduct from each payroll dues, fees, and assessments, in an amount to be certified by the Secretary/Treasurer of the Local Union, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within seven (7) days of the deduction by the Employer to the Secretary/Treasurer of the Union in the full amount deducted.

Annually, the Union will give to the Employer, at the same time it is given to fair share fee payers, a copy of the internal procedure and all other materials required by law to be given to fair share fee payers. If in the opinion of the Employer's legal counsel, the procedure or other materials given to fair share fee payers are not adequate under controlling legal precedent, the Employer's obligation to deduct fair share fees shall be suspended until and unless the procedures and/or information is brought into compliance with applicable constitutional requirements.

SECTION 2.

All bargaining unit employees who are members of the Union, on the date of execution of this Agreement, or who thereafter become members of the Union, shall continue to remain members of the Union for the term of this Agreement, except that they may withdraw from the Union by giving twenty-one (21) days notice of their intent to resign their membership.

SECTION 3.

All bargaining unit employees who are not members of the Union on the date of execution of this Agreement or who resign from membership in the Union in accordance with the terms contained in Section 2 of this Article, as well as all bargaining unit employees hired after the date of execution of this Agreement who fail to become members of the Union on the sixty-first day after the day after the date of their original employment, shall be required, as a condition of continued employment, to pay the Union a fair share fee to cover their pro rata share of: (a) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (b) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The deduction of a fair share fee from the paychecks of employees and its payment to the Union shall be automatic and shall not require the written authorization of the affected employees. Fair share fees shall be deducted and remitted during the same period as dues, provided the employees have received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct such fair share fee is contingent, however, upon the Union's certification within sixty (60) days of the execution of this Agreement, that it has adopted an internal rebate procedure, as required by Section 4117.09(C) of the Ohio Revised Code, which conforms to federal law, as interpreted by state and federal courts and the State Employment Relations Board.

SECTION 4.

Within thirty (30) days following the execution of this Agreement, and prior to the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify to the Employer the amount of the fair share fee to be deducted from the pay of those employees liable for the payment of such fees.

SECTION 5.

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this Article regarding the deduction of dues, fees, or assessments. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee, including the payment of any reasonable counsel fees and court costs incurred in defense of any legal action, arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 6.

The Union shall submit to the Chief an up-to-date list each year and when changes occur, of all Union members and those employees paying fair share fees.

ARTICLE 4
PHONE PRIVILEGE

All employees shall have reasonable access to a non-emergency phone line at the Employer's expense. The employees shall be personally liable for any unauthorized toll calls made. Time limits of three (3) minutes will be placed and regulated on non-emergency phone lines. Any individual may have their phone privileges revoked with just cause by the Fire Chief.

ARTICLE 5
UNION BUSINESS

SECTION 1.

Up to two (2) firefighters elected or appointed to represent the Union shall be granted time off per day to perform their union functions of attending conventions and seminars. There will be a maximum of three hundred eighty four (384) hours granted for this purpose over the term of this agreement. The Mayor/Safety director, acting solely within his discretion, may grant additional time to employees in order to attend to union business or affairs. The Union President will be granted one hundred forty-four (144) hours, over the term of this Agreement, to conduct Union business directly related to this bargaining unit. A written request for time off shall be approved by the Union President, or his designee, and submitted through proper channels to the Chief's office no later than twelve (12) days prior to the affected tour of duty, if possible.

SECTION 2.

Union business will be allowed to be conducted at the fire department headquarters on the first Wednesday of each month with on-duty personnel being allowed to attend. The Fire Chief will be notified in writing of any change in the above-mentioned schedule no less than seventy-two (72) hours prior to the scheduled meeting, and shall have the right to disapprove of the holding of the meeting at the particular time and place, if it would unduly disrupt the efficient operation of the Fire Department.

SECTION 3.

No more than six (6) members of the Union Negotiating Team shall be granted time off for all negotiating meetings, which shall be mutually set by the Employer and the Union. These members shall be responsible for notifying their Platoon Chief by written request of the times of the meetings, reasonably in advance of such times, if practicable. Any members of the negotiating team who are on duty the day of a scheduled negotiating meeting shall be permitted off duty two (2) hours before and one (1) hour after such meetings.

SECTION 4.

The City shall permit one member of the bargaining unit to be relieved of duty for a maximum of eight (8) hours per day to attend workers compensation hearings, as a representative of bargaining unit employees, provided a written request is submitted through proper channels to the Chief's office, no later than five (5) calendar days prior to the date of the hearing.

ARTICLE 6
BULLETIN BOARD SPACE

The Employer shall provide a suitable amount of space on bulletin boards for the use of the Union in the fire house at convenient locations accessible to employees.

ARTICLE 7
PRINTING AND SUPPLYING AGREEMENT

Copies of this Agreement and any future agreements shall be copied and supplied to each Union Official, each Negotiating Team Member, and one (1) copy for each fire house, by the Employer within fourteen (14) working days from the date of execution at no cost to the employee.

ARTICLE 8
EMPLOYEE STATUS

SECTION 1.

The Fire Chief shall submit an up-to-date list to the Union, of the name, job title, company, station, and effective date of actions affecting employees as follows:

- (a) appointment of new employees;
- (b) promotion; and
- (c) transfer.

SECTION 2.

The Fire Chief shall maintain and post annually a current seniority list. The list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the parties.

SECTION 3.

The Fire Chief shall maintain a catalogue of the descriptions of positions within the bargaining unit and shall forward copies within a thirty (30) day period of time to the Union upon its written request.

ARTICLE 9
LABOR-MANAGEMENT COMMITTEE

SECTION 1.

There shall be a Labor-Management Committee consisting of two (2) Union representatives and two (2) Employer representatives. The Committee shall meet no less than once every ninety (90) days to discuss all matters of mutual concern, unless the Union President, in writing, waives the holding of a meeting in any ninety (90) day period.

SECTION 2.

The Committee shall have the authority to recommend changes to the Union and the Employer concerning the policies and procedures governing the operation of the Fire Department and to amend this Agreement by mutual agreement.

SECTION 3.

Either the Mayor or the Directors of Law or Finance may attend Committee meetings, but shall have no power to vote. In addition, either party may invite up to two (2) individuals to attend the meetings, but such invited guests shall have no power to vote.

SECTION 4.

Prior to the next promotional examination, and any subsequent promotional examination for the duration of this agreement, the Labor-Management Committee shall meet to determine and establish standards and requirements for the ranks of Lieutenant, Captain, and Platoon Chief for promotional examinations, exclusive of content/reference materials for each respective rank.

SECTION 5.

The Labor-Management Committee shall have the authority outlined pursuant to Section 2 of this Article.

SECTION 6.

Final approval of any promotional examination standards and requirements are subject to the rules and regulations of the Civil Service Commission of the City of Euclid.

ARTICLE 10
RULES AND REGULATIONS

SECTION 1.

All bargaining unit employees are required to comply with all Fire Department Rules and Regulations and policies and procedures governing the day-to-day administration of the Department, as well as the employees' performance of duties and work related conduct. All Rules and Regulations and policies and procedures shall be written in clear and concise language and shall be supplied to each bargaining unit employee, within one hundred eighty (180) days of the execution of this Agreement.

SECTION 2.

The Union shall appoint three (3) members and the Fire Chief shall appoint two (2) individuals, in addition to the Fire Chief, to serve on a committee to review the Department's Rules and Regulations and policies and procedures. The committee shall submit written recommendations to the Employer regarding additions, deletions and/or modifications of the Rules and Regulations and policies and procedures. The committee shall convene no more than thirty (30) days after the execution of this contract.

ARTICLE 11
MANAGEMENT/EMPLOYEE RIGHTS

SECTION 1.

Except as specifically limited by the explicit provisions of this Agreement, the Employer retains full right and responsibility to make all decisions in regard to all aspects of its operations, employment, and employees, as specifically authorized in the Management Rights Section of the Ohio Revised Code, Section 4117.08, as same may be amended from time to time.

SECTION 2.

The Employer shall not interfere with or restrain any employees in the exercise of their rights guaranteed by Chapter 4117 of the Ohio Revised Code.

SECTION 3.

The Employer shall allow any member of the bargaining unit the right to exercise his/her constitutional rights in any political activity in which the Union or a member are engaged while such member is off duty and off City premises. Any member who is involved in political activity will not be discriminated against in any way by the Employer for engaging in political activity while off duty and off City premises.

ARTICLE 12
JOB SECURITY

SECTION 1.

In the event that the Employer determines that there is a need to reduce the number of individuals currently employed in the Fire Department, and the need is such that it can only be accomplished by laying off employees, the Employer shall advise the Union no less than thirty (30) days in advance of any lay-off.

SECTION 2.

Upon notification, the Union will have the opportunity to submit to the Employer any plan that has been approved by a majority of the employees in the bargaining unit, even if it is a suggested modification of this Agreement, that will eliminate the need for a lay-off. The Employer agrees to discuss and consider the Union's suggested plan.

SECTION 3.

The Employer will attempt to modify a plan if the Employer determines that such plan eliminates or reduces the need for a lay-off and if the Employer determines that the plan can be implemented within the constraints of this Agreement, or that this Agreement can be modified to accommodate the plan.

ARTICLE 13
PAST PRACTICES

Except to the extent that they are treated in, or modified by, this Agreement, any past practice or benefit that has been unequivocal, clearly stated, consistently applied, and continuously accepted by both parties for a period of not less than one (1) year prior to the effective date of this Agreement shall not be altered, repudiated, or modified by either party during the term of this Agreement without affording the other party reasonable notice and opportunity to negotiate the issue and agree to the action prior to implementing such alteration, repudiation, or modification.

ARTICLE 14
SENIORITY

SECTION 1.

Seniority shall be determined by continuous service in the Fire Department calculated from the date of original appointment. Continuous service shall be broken only by resignation, discharge, professional leave of absence, or retirement. The "date of original appointment", "payroll start date", or "date of original hire" means the first day on the payroll. Employees who take a professional leave of absence will have their "date of original appointment" adjusted by the number of days they are off the department's payroll.

SECTION 2.

Employees with the same appointment date shall be assigned to the seniority list in order of their ranking on the Civil Service Eligibility List.

ARTICLE 15
PERSONNEL REDUCTION

SECTION 1.

In the case of a personnel reduction, the employee with the least amount of departmental seniority, regardless of classification or position, shall be laid off first.

SECTION 2.

Employees shall be recalled in the order of their seniority, regardless of their classification or position.

SECTION 3.

No new employees shall be hired until all laid-off employees have been given ample opportunity to return to work. All laid-off employees shall have a right of recall for a period of twelve (12) months from the date of lay-off and may be granted an additional extension of twelve (12) months.

SECTION 4.

If any laid-off employee is called in for work for any amount of time, all benefits will be paid for the month(s) in which such employee works.

SECTION 5.

In the case of any lay-offs, the Employer shall be liable for the payment of all health insurance premiums for all laid-off employees and their covered dependents for a period of six (6) months from the date of lay-off. The Employer and laid-off employee(s) shall each be liable for one-half (½) of the costs of such premiums for the following eighteen (18) months. Such health insurance coverage shall remain in continuous effect throughout the entire period of lay-off, or until such time as the laid-off employee(s) shall be eligible for equal coverage through a subsequent employer.

ARTICLE 16
DISCIPLINE AND DISCHARGE

SECTION 1.

No employee shall be disciplined or discharged without just cause.

SECTION 2.

An employee may receive a verbal or written reprimand for any alleged misconduct, within ten (10) business days of the Chief's having full knowledge of the facts and circumstances of any alleged misconduct, caused either by commission or omission. Any verbal or written reprimand must be made within thirty (30) business days of the said misconduct. An employee who receives a verbal or written reprimand may submit a written statement to the Fire Chief when the employee believes that the reprimand is unjustified and the statement shall be placed in the employee's personnel file.

SECTION 3.

Whenever the Fire Chief determines that an employee may be suspended, reduced in pay or grade, or terminated for cause, he shall notify the employee and the Union within five (5) business days that a pre-disciplinary conference shall be conducted by a neutral party, who is not a member of the Fire Department and who is designated to serve by the Law Director. The purpose of the conference shall be to grant the employee an opportunity to offer an explanation for, or refutation of, the alleged misconduct.

SECTION 4.

Not less than three (3) business days prior to the conference, the Employer will provide the employee with a written outline of the charges that form the basis for the

possible disciplinary action. The employee must either: (1) appear at the conference to present an oral or written statement in his/her defense; or (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect, in writing, to waive the opportunity to have a pre-disciplinary conference.

SECTION 5.

At the pre-disciplinary conference, the neutral party conducting the conference shall ask the employee or his representatives to respond to the allegations of misconduct previously outlined to the employee. The employee or his representative shall be permitted to confront and cross-examine witnesses, and call witnesses of his/her choice as well.

SECTION 6.

After the pre-disciplinary conference the neutral party shall prepare and submit a written report to the Fire Chief within ten (10) business days. The report shall include a determination as to whether or not the alleged misconduct occurred and, if so, a recommendation of the disciplinary action that should be taken. The time limits for the neutral party's ruling may be extended only by the mutual agreement of the neutral party and the Local. The Fire Chief shall make the final decision as to what disciplinary action, if any, is appropriate. The Fire Chief shall make his decision on any disciplinary action within ten (10) business days after receiving the neutral party's report. A copy of the neutral party's report shall be provided to the employee and the Local within twenty-four (24) hours after its submission to the Fire Chief.

SECTION 7.

Any employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the Grievance Procedure provided by Article 17 of this Agreement.

SECTION 8.

Records of disciplinary action shall be removed from employees' personnel files and shall cease to have any force and effect or to be considered in any future disciplinary actions twenty-four (24) months after their effective date, twelve (12) months in the case of verbal warnings or reprimands, and eighteen (18) months in the case of written warnings or reprimands, provided there are no intervening disciplinary actions taken during that period of time. Records of disciplinary action so removed from employees' personnel files shall be placed and sealed in a separate file by the Employer until such time as those materials may be properly destroyed, pursuant to applicable law. The Employer may maintain a memorandum of such removed and stored records.

SECTION 9.

The timelines set forth in this Article are intended to protect the due process of the disciplinary procedure. Any failure to comply with the timelines of this clause shall render the discipline or discharge null and void.

ARTICLE 17
GRIEVANCE PROCEDURE

SECTION 1.

Grievances or disputes that may arise, regarding the interpretation or administration of this Agreement or Fire Department Rules and Regulations or policies and procedures between the Union, bargaining unit employees, and the Employer shall be resolved in the following manner:

Step 1 **A.** The employee(s) concerned shall submit, in writing, a grievance to the Union Grievance Committee, comprised of three (3) members within ten (10) business days of learning of the conditions or conduct being grieved.

B. The Union's Grievance Committee shall attempt to adjust the grievance at that time.

C. The Union's Grievance Committee shall render a written decision within five (5) business days after receipt of the grievance to all parties.

D. If the grievance is not resolved, the Union will either support and accompany the grieving employee(s) throughout the remaining steps of the procedure or recommend the discontinuance of further processing of the grievance.

Step 2 If the grievance is not settled at Step 1, the grievance, with or without Union support, may be submitted by either the Union or the grieving employee(s) to the Fire Chief within five (5) business days after the issuance of the Grievance Committee's written decision. The Chief shall convene a hearing within five (5) business days of receipt of the grievance and render a written decision within ten (10) business days after the close of the hearing. All Step 2 hearings shall be conducted between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday.

Step 3 If the grievance is not settled at Step 2, the grievance shall be submitted to the Mayor or his designee within five (5) business days after the issuance of the Fire Chief's written decision. The Mayor or his designee shall convene a hearing within five (5) business days after the receipt of the grievance and shall render a written decision within ten (10) business days after the close of the hearing.

Step 4 **A.** If the grievance is not settled at Step 3, the grievance shall be submitted to arbitration by either party upon notice to the other party within ten (10) business days following the issuance of the written

decision of the Mayor or his designee at Step 3 of the grievance procedure, and the following procedures shall be followed.

B. An impartial arbitrator shall be selected from a list of five (5) qualified arbitrators supplied by the American Arbitration Association upon the request of either party.

C. Within five (5) business days of receipt of the list of potential arbitrators the parties shall make a mutual selection of an arbitrator. Either party shall have the right to reject the entire list of potential arbitrators and to request the submission of another list. In the event the parties cannot agree upon a mutual selection, they will alternately strike names until one is left who shall serve as the arbitrator.

D. The arbitrator shall convene a hearing within forty-five (45) days after receipt of notification of his appointment, and shall render a written award within thirty (30) business days after the closing of the hearing.

E. The arbitrator's award shall be final and binding upon both parties.

F. The arbitrator's expenses and compensation shall be paid by the losing party within thirty (30) days after receipt of the arbitrator's invoice. In addition, the losing party shall be responsible for the payment of reasonable attorney or other professional fees to the other party's attorney or other representative. The issue of reasonable attorney or other professional fees shall be submitted to the arbitrator for determination during the hearing on the merits of the grievance, and the arbitrator's award shall include a determination of the amount of the attorney's or other representative's fees to be paid by the losing party to the other party's attorney or other representative.

SECTION 2.

The time periods referred to in any step of this Grievance procedure may be extended only by the mutual written agreement of the parties.

SECTION 3.

The Employer, Union or grieving employee(s) have the right to be represented or accompanied by legal counsel or other representatives during any step of the procedure. Failure of the grievant to comply with the time limits specified in this Article or as extended by the parties' mutual agreement shall result in the grievance being considered as resolved on the basis of the Employer's last action concerning the grievance.

SECTION 4.

If the Fire chief or the Mayor, or his designee, fails to comply with any of the time limitations prescribed in any steps of the procedure, the grievance shall be considered to have been resolved in favor of the grieving employee(s) and the relief sought shall be granted.

ARTICLE 18
SALARIES

The salary schedule shall be incorporated in this Agreement for the term of this Agreement and is attached hereto as Appendix A.

ARTICLE 18A
IN-SERVICE AND TRAINING BONUS

Each employee of the bargaining unit shall be entitled to and shall receive an in-service and training bonus of One Thousand Nine Hundred Ninety Five Dollars (\$1,995.00) in 2015. This amount shall be increased to Two Thousand Thirty Dollars (\$2,030.00) in 2016 and to Two Thousand Seventy One Dollars (\$2,071.00) in 2017. This will be payable each year on or before December 23rd.

ARTICLE 19
HOURS

SECTION 1.

Fire suppression personnel shall work a three (3) platoon 24-hour shift schedule.

SECTION 2.

An average forty-eight (48) hour work week shall be worked by all fire suppression personnel, allowing a "Kelly" day off every seventh tour of duty.

SECTION 3.

An average forty (40) hour work week shall be worked by employees assigned to the Fire Prevention Bureau and Training office, with a work schedule of four (4) ten (10) hour days, 0730 through 1730 hours (inclusive of a one-hour lunch break), Monday through Friday.

SECTION 4.

All non-emergency duties and activities of on-duty Fire Suppression Personnel will be performed between the hours of 0700 and 1700 hours, Monday through Saturday, and between 0700 and 1200 hours on Sundays and the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. A one (1) hour lunch break shall be scheduled, when possible, between 1200 and 1300 hours. A daily assignment sheet will be distributed to all Company Officers. If for any reason the duties and/or activities are not performed, a notation will be made on the assignment sheet. Except as agreed upon by all employees assigned to a specific shift and Fire Station, no

non-emergency duties or activities may be ordered to be performed after the above-stated working hours. Emergency duties will be any sudden, unscheduled event requiring immediate action. Notwithstanding the preceding restrictions, non-emergency work hours may be extended into the evening in order to meet the minimum requirements of the Insurance Service Office (ISO) rating schedule as it pertains to "night training" for fire departments; and on Sunday afternoons from 1300 hours to 1600 hours for the purposes of smoke detector installations in accordance with the operation of the "life safety" ordinance adopted by the City of Euclid.

SECTION 5.

Between the hours of 2400 and 0700 hours, Central Dispatch shall call all Fire Stations only as needed to answer emergency calls. The Employer will maintain a communication system to allow silent watches at all stations.

The Employer also shall install a private non-emergency telephone to be answered by the Officer-in-Charge at Fire Station 1 between the hours of 2400 and 0700 hours.

ARTICLE 20 **SHIFT EXCHANGE**

SECTION 1.

Employees shall have the right to exchange shifts when the exchanges do not interfere with the efficient operation of the Fire Department.

SECTION 2.

All requests for shift exchanges must be submitted for approval to the Shift Commander no later than twenty-four (24) hours prior to the start of the affected tour of duty. Shift exchanges may be denied at any time by the Shift Commander if it is determined that the exchange will unduly disrupt the efficient operation of the Fire Department. Shift Commanders will immediately notify employees of the disapproval of any submitted shift exchange request. All requests for shift exchanges will be reviewed by the Fire Chief or his designee. Shift exchanges may be revoked at any time by the Fire Chief.

SECTION 3.

Shift exchanges will be limited to a total of four hundred (400) hours in each year, which may be exceeded with approval of the fire Chief on a case-by-case basis. No employee shall request a shift exchange of less than four (4) hours, except in cases involving shift exchange requests immediately prior to the end of a shift. In these circumstances, employees may request a shift exchange of no less than two (2) hours.

SECTION 4.

No individual shall be allowed more than five (5) consecutive shift exchanges. If any individual is allowed five (5) consecutive shift exchanges, he must work a minimum of two (2) weeks of duty before being allowed to exchange five (5) consecutive work

days again. A Kelly Day that falls in this two week period will be considered a day worked.

SECTION 5.

In the event an employee who has agreed to relieve an on-duty employee as part of an approved shift exchange fails to relieve the employee without good cause, the employee failing to appear as agreed shall be subject, for the first such offense in any twelve month period, to a penalty of forfeiture of his right to engage in any further shift exchanges (previously approved exchanges and paybacks excepted) for a period not to exceed three (3) months from the date of the unfulfilled exchange. For a second offense in any twelve month period such employee, in addition to forfeiting his right to engage in any further shift exchanges (previously approved exchanges and paybacks excepted) for a period not to exceed twelve months, may be required to forfeit one (1) hour of accumulated leave time for each hour, or part thereof, that he has failed to appear for such shift exchange. For any further offense in any twelve month period, such employee, in addition to forfeiting his right to engage in any further shift exchanges (previously approved exchanges and paybacks excepted) for a period not to exceed eighteen (18) months, may be required to forfeit three (3) hours of accumulated leave time for each hour, or part thereof, that he has failed to appear for such shift exchange.

SECTION 6.

In the event an employee who has agreed to appear at the start of another employee's scheduled tour of duty as a result of an approved shift exchange fails to appear as agreed, such employee shall be penalized for the first such event in any twelve month period with the forfeiture of his right to engage in any further shift exchanges (previously approved exchanges and paybacks excepted) for a period not to exceed six (6) months from the date of the unfulfilled exchange. In addition, such employee shall forfeit two (2) hours of accumulated leave time for each hour, or part thereof, that he has failed to appear for such shift exchange. For any further offense in any twelve month period, such employee shall, in addition to forfeiting his right to engage in any further shift exchanges (previously approved exchanges and paybacks excepted) for a period not to exceed twelve (12) months and forfeiting accumulated leave time as provided heretofore, shall be subject to such other reasonable discipline as the Chief, in his discretion, might otherwise impose on any employee for being absent without leave.

ARTICLE 21

OVERTIME AND COMPENSATORY TIME

SECTION 1.

Consistent with the provisions of Section 7(k) of the Fair Labor Standards Act, employees shall be entitled to premium pay for all hours actually worked in excess of their regular scheduled work hours. Premium pay means compensation at the rate of one-and-one-half (1½) times the employees' regular rates of pay, which shall be determined by dividing the employees' annual base rates of pay, plus incentive bonuses, plus longevity pay by 2496 (48 times 52).

SECTION 2(a).

Employees, solely at their option, shall be permitted to elect to be credited with compensatory time at the rate of one-and-one-half hours for each hour of overtime worked, in lieu of accepting cash compensation for overtime hours actually worked. Employees may accrue compensatory time up to the limits set forth in the FLSA. An employee may elect to be paid for any compensatory time earned, prior to September 30 of any one year, at the rate he is earning on December 31 of that year for such unused time. Requests for the payment of unused compensatory time are to be submitted to the Fire Chief no later than October 1 of each calendar year.

SECTION 2(b).

Employees with more than 1200 hours of accumulated sick leave may, at their option, convert unused sick leave accumulated in the prior calendar year to compensatory time, within the limits of the FLSA, provided that the total sick leave accumulation does not fall below 1200 hours. Unused sick leave over 1200 hours, and accumulated in the prior calendar year, will be converted to compensatory time on January 1 of each year, within the limits of the FLSA. Should the employee elect not to convert any unused sick leave to compensatory time, the employee shall notify the Chief prior to January 1 of each year.

SECTION 3.

All requests for the use of accumulated compensatory time off shall be submitted to the Fire Chief, or his designee, no more than twelve (12) days, or less than twenty-four (24) hours, prior to the start of the affected tour of duty. In the case of a sudden and unexpected verifiable event, the request may be submitted less than twenty-four (24) hours prior to the start of the affected tour of duty. No employee shall request to use less than four (4) hours of compensatory time except in cases involving requests to use compensatory time immediately prior to the end of a shift. In these circumstances, employees may request to use no less than two (2) hours of compensatory time.

SECTION 4.

Except as described in Section 5 of this Article, no employee shall be allowed to take earned compensatory time off on any of the following holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Good Friday; Easter Sunday; Memorial Day (observed); Independence Day; Labor Day; Columbus Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; and Christmas.

SECTION 5.

If an employee requests compensatory time, and there is none available, employee may be put on "comp time stand by" when scheduled manning is above minimum manning. Employee shall contact the OIC no earlier than one-half ($\frac{1}{2}$) hour prior to the start of the affected tour of duty. If scheduled manning is above minimum manning, and does not create overtime, employee will be granted compensatory time. This Section may be reviewed and adjusted by the labor Management Committee.

SECTION 6.

There shall be no pyramiding of overtime pay under any circumstances that may arise under the provisions of this Article.

ARTICLE 22
EMERGENCY CALL-BACK PAY

SECTION 1.

Off-duty employees who are required to report for emergency duty at a time that does not abut their regularly scheduled hours of work shall be entitled to a minimum of four(4) hours pay at the premium rate of one-and-one-half (1½) times their regular rate of pay, which shall be determined by dividing their annual salaries by 2496. The emergency call-back pay payable under this Article shall be limited to emergency situations as determined by the Chief and shall not include attendance at departmental or committee meetings.

SECTION 2.

There shall be no pyramiding of overtime under any circumstances that may arise under the provisions of this Article.

ARTICLE 23
LONGEVITY PAY

SECTION 1.

Each full-time Fire Department employee of the City of Euclid shall receive an additional salary payment in recognition of service or longevity on December 23rd of each year, except that in the event an employee of the City retires or dies during any year prior to December 23rd, such employee's longevity pay shall be pro-rated to the effective date of retirement or death of that employee for the year of retirement or death only.

SECTION 1a.

All employees hired after March 1st 2009 must work, or have worked, in the City of Euclid for their accrued time towards longevity. No other municipal time will be applicable in this article.

SECTION 2.

Longevity pay shall be computed on a percentage basis depending on years of service in accordance with the following schedule:

Five or more years: Each employee who has completed five (5) or more years of continuous service by December 23rd shall be paid a sum equal to 3.5% of such employee's annual base salary on or after December 23rd of each year.

Ten or more years: Each employee who has completed ten (10) or more years of continuous service by December 23rd shall be paid a sum equal to

5.0% of such employee's annual base salary on or after December 23rd of each year.

Fifteen or more years: Each employee who has completed fifteen (15) or more years of continuous service by December 23rd shall be paid a sum equal to 6.5% of such employee's annual base salary on or after December 23rd of each year.

Twenty or more years: Each employee who has completed twenty (20) or more years of continuous service by December 23rd shall be paid a sum equal to 8.0% of such employee's annual base salary on or after December 23rd of each year.

ARTICLE 24 WORKING OUT OF CLASSIFICATION

SECTION 1.

A Firefighter who is requested to, or required due to an emergency, accept responsibilities and carry out the duties of the position or rank of Lieutenant shall be paid at the rate for that position or rank for all time worked out of rank.

SECTION 2.

A Lieutenant who is requested to, or required due to an emergency, accept responsibilities and carry out the duties of the position or rank of Captain shall be paid at the rate for that position or rank for all time worked out-of-rank.

SECTION 3.

A Captain who is requested, or required due to an emergency, to accept responsibilities and carry out the duties of the position or rank of Platoon Chief shall be paid at the rate for that position or rank for all time worked out of rank. -

SECTION 4.

The Fire Chief or his designee retains the sole discretionary authority to determine when it shall be necessary to request or require any employee to assume the duties and responsibilities of an employee in a higher rank. Nothing in this Article shall be construed as requiring the Chief or his designee to exercise such discretionary authority at any specific time or instance.

ARTICLE 25 UNIFORM MAINTENANCE

SECTION 1.

The employer shall provide a uniform allowance for each salaried appointee of the Fire Department who is required to maintain or wear a regulation uniform while on duty and/or to provide himself with any special or unusual clothing for use in performance of his normal duties. Said uniform allowance shall be payable on or before December 23rd of each year provided, however, that a new hire shall be paid such

uniform allowance on or before the date of such employee's first pay in lieu of receiving it on or before December 23rd during the first twelve (12) months of service.

Clothing allowance payment schedule shall be as follows:
2015-2017 \$1,900.00

All employees regularly assigned to 40 hour per week duties shall receive a monthly uniform stipend of \$75.00.

SECTION 2.

In the event an appointee's service with the Fire Department is terminated for any reason within twelve (12) months of the date of his appointment, the uniform allowance granted at the time of his original appointment shall be pro-rated on the basis of the remainder of the employee's first year of service that shall remain unserved and that amount shall be deducted from his final paycheck(s).

SECTION 3.

In the event an employee retires or dies, the cumulative earned uniform allowance shall be pro-rated over a twelve month period and that amount shall be paid to either the employee or his estate.

SECTION 4.

The Employer shall supply all turnout gear/protective clothing worn for the purposes of safety and provide replacement of such items/clothing due to normal wear and tear at no cost to the employee. All turnout gear/protective clothing issued by the Employer shall meet or exceed the most current standards set forth by the National Fire Protection Association provided, however, that a reasonable period shall be allowed to meet revised standards as provided in Section 5 below. Replacement of such turnout gear shall be completed pursuant to procedures issued by the Fire Chief, which procedures are to be based on recommendations forwarded to the Chief by a joint labor-management committee. All turnout gear shall remain the property of the Employer and shall be completely returned upon retirement or severance from employment with the City. Turnout gear shall include, but not necessarily be limited to: Helmet and Shield, Protective Hood, Protective Coat, Bunker Pants and Suspenders, Bunker Boots, Gloves, and such additional items, if any, as mutually agreed by the labor-management committee. Flashlights shall not be part of the turn-out gear package. All items and clothing referred to in this article shall be those as defined by the current Standard Operating Procedure, Protective Clothing Specifications of the Euclid Fire Department.

SECTION 5.

Whenever a substantial revision of the NFPA standards requires the replacement of employees' turnout gear, the City shall be responsible for replacing such gear and shall be liable for the cost of such replacement. The issue of the substance of any revision of the NFPA standards shall be resolved by the Safety and Health Committee. The City shall purchase any replacement gear, no later than eighteen (18) months following the

issuance of any such substantial revision or within some other time period that is mutually agreed upon by the labor-management committee.

SECTION 6.

Whenever an employee's uniform or turnout gear becomes contaminated while performing his job, the Employer will be responsible for the cleaning or replacement of said articles within a reasonable period of time.

SECTION 7.

All new turnout gear shall remain the property of the City. Old turnout gear that is replaced during this process shall become the property of the City regardless of whether employees may have paid for it out of their previously granted uniform allowances; however, the City may, at its option, give such gear to the employee to whom it was previously assigned.

SECTION 8.

Any time new or updated clothing which is the employee's responsibility is added to the uniform regulation; incorporation of the clothing change shall be scheduled for implementation to coincide with the payment of uniform maintenance premiums. This provision shall not prevent the addition of any protective clothing worn for the purposes of safety any time it is deemed necessary.

ARTICLE 26
EXPENSES

SECTION 1.

In the event a Fire Department employee, at the specific direction of the Fire Chief, uses his personal automobile for Fire Departmental business in the interest of the City of Euclid, he or she may be entitled to submit a statement for reimbursement of automobile mileage at the current maximum rate permitted by the Internal Revenue Service (as determined on January 1 of each year) and further, when trips are taken in the interest of the City a Fire Department employee shall be entitled to reimbursement for such necessary expense items as are thus incurred.

SECTION 2.

Such reimbursements shall be paid upon presentation of an itemized expense list and appropriate evidence of payment.

SECTION 3.

No mileage will be paid for normal station-to-station assignments.

ARTICLE 27
EDUCATIONAL DIFFERENTIAL

SECTION 1.

All EMT-Basics, EMT-Intermediates, and EMT-Paramedics assigned to and working the rescue vehicle during their tours of duty shall receive a premium of One Dollar and Seventy Cents (\$1.75) per hour during such duty.

SECTION 2.

Each person certified by the State of Ohio as a Fire Safety Inspector and/or Fire Instructor permanently assigned to the Fire Prevention Bureau and/or Training Office shall receive a premium of One Dollar and Fifteen Cents (\$1.15) per hour during such duty.

SECTION 3.

All EMT-Basic card carriers shall receive Nine Hundred Fourteen Dollars (\$914.00) in 2015. This amount shall be increased to Nine Hundred Thirty Dollars (\$930.00) in 2016 and to Nine Hundred Forty Nine Dollars (\$949.00) in 2017. Each year this will be paid semi-annually in two equal installments, on or before July 1st and December 23rd.

SECTION 4.

Each person certified by the State of Ohio as a Fire Safety Inspector and/or Fire Instructor shall receive One Thousand Eight Hundred Twenty Seven Dollars (\$1,827.00) in 2015. This amount shall be increased to One Thousand Eight Hundred Fifty Nine Dollars (\$1,859.00) in 2016 and to One Thousand Eight Hundred Ninety Six Dollars (\$1,896.00) in 2017. Each year this will be paid semi-annually in two equal installments, on or before July 1st and December 23rd.

SECTION 5.

All EMT-Intermediate card carriers shall receive One Thousand Eight Hundred Twenty Seven Dollars (\$1,827.00) in 2015. This amount shall be increased to One Thousand Eight Hundred Fifty Nine Dollars (\$1,859.00) in 2016 and to One Thousand Eight Hundred Ninety Six Dollars (\$1,896.00) in 2017. Each year this will be paid semi-annually in two equal installments, on or before July 1st and December 23rd.

SECTION 6.

All EMT-Paramedic card carriers shall receive Two Thousand Nine Hundred Ninety Four Dollars (\$2,994.00) in 2015. This amount shall be increased to Three Thousand Forty Six Dollars (\$3,046.00) in 2016 and to Three Thousand One Hundred Seven Dollars (\$3,107.00) in 2017. Each year this will be paid semi-annually, in two equal installments, on or before July 1st and December 23rd.

SECTION 7.

There will be no compounding of the above educational premiums.

SECTION 8.

All employees who have satisfactorily completed a college level degree program in Fire Science or Fire Administration shall receive the following education premiums

based on their base salaries: Members holding an Associate's degree before December 31, 2014, will receive 3% wage premium. Members holding a Bachelor's degree before December 31, 2014, will receive 5% wage premium. Members obtaining an Associate's Degree on or after January 1, 2015, will receive a \$750 annual bonus. Members obtaining a Bachelor's degree on or after January 1, 2015, will receive a \$1,500 annual bonus. Payments shall be made semi-annually in equal installments, on or before July 1st and December 23rd of each year.

For purposes of this section, completion of all degree requirements will constitute a members entitlement to the bonus provision notwithstanding the date the degree is conferred.

ARTICLE 27A **EDUCATIONAL EXPENSES**

SECTION 1.

The Chief may grant time off for employees to attend conferences, seminars, and other functions that are intended to improve, maintain, or upgrade the individual's certifications, skill, and professional ability – as related to Fire Science – (i.e. air mask training, paramedic training, fire prevention work, haz-mat, and fire related courses), provided a written request for such time is submitted to, and approved by, the Fire Chief.

SECTION 2.

The Employer will reimburse all employees for costs incurred for books, fees, and tuition upon successful completion of courses related to Associates and/or Bachelor Degrees in Fire Science or Fire Administration.

SECTION 2a.

An employee must have three (3) years of service in the department prior to participating in the cost reimbursement for educational expenses towards their degree in Fire Science or Fire Administration. Each year \$30,000.00 will be funded for reimbursement of educational expenses for fire Science degrees. Funds will be allocated based on an agreement between Labor and Management. Any reimbursement issues will be resolved by the Executive Board of Local 337.

SECTION 3.

The cost of travel, accommodations, course fees, books, and expenses shall be paid by the Employer for employees who attend conferences, seminars, and training programs that, by design, improve individual skills for the betterment of the Fire Department, provided that a written request for such reimbursement is submitted to and pre-approved by the Fire Chief.

SECTION 4.

Employees who voluntarily and without prior approval elect to enroll in courses for the purpose of attaining a State of Ohio Certification as a Fire Safety Inspector and/or Fire Instructor will be solely responsible for the books, fees, tuition, and all associated expenses incurred for attending such courses. Additionally, the premiums as described in

Article 27 of this Agreement will take effect, and will be paid in the calendar year following the successful completion of the required course and will continue in effect each year thereafter. Approval as a prerequisite for enrollment in a Fire Safety Inspector and/or Fire Instructor course will not unreasonably be denied by the Fire Chief.

SECTION 5.

In the event an employee has declared his/her intent to retire and incorporate vacation, pursuant to Section 3 of Article 41 of this Agreement; nothing in this Agreement shall entitle such employee to obtain training, attend conferences or seminars, receive educational reimbursement under Section 4, or otherwise receive reimbursement for training/education other than that minimally required of his/her current position, pursuant to state law, or to maintain other licenses/certificates greater than minimally required by state law subject to the prior approval of the Fire chief.

ARTICLE 28
FIRE STATION MAINTENANCE

SECTION 1.

The Fire Chief shall assign a Station Administrator to each fire station in the City of Euclid. The Station Administrator will have responsibilities as outlined in the job description for the position of Station Administrator.

SECTION 2.

The City shall maintain all fire station facilities in good repair. Any matters requiring additional maintenance and repair shall be addressed immediately. The City shall provide a supply of towels, soap, and bathroom tissue for the personal use of the employees. The City also shall provide for the repair and/or replacement of the following equipment: oven, microwave oven, range, dining table and chairs, disposal, toaster, electric coffee maker, refrigerators, silverware, dishes, pots, pans and cooking utensils. The City also shall provide for the repair and/or replacement of all living area furniture, beds and bedding located in all Fire Stations. The City also shall provide necessary cleaning equipment and cleaning supplies necessary to maintain satisfactory sanitary conditions of all quarters within all Fire Stations and to supply and make available all materials required for the day-to-day maintenance and upkeep of all Fire stations. Any dispute concerning the necessity for the replacement and/or repair of equipment shall be resolved by the Labor-Management Committee.

SECTION 3.

The City shall maintain all lawn care and landscaping at all fire stations. The City shall provide snow removal equipment for all stations including a snow plow truck, snow blowers, snow shovels and salt.

ARTICLE 29
COMPENSATION AT RETIREMENT OR DEATH

SECTION 1.

An employee who retires or dies will be eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time and vacation time, including prorated pay due for the current year at his current rate of pay.

SECTION 2(a)

The City shall pay to an employee who retires from service with the City of Euclid or to the estate of a person who dies while an employee of the City of Euclid a sum not to exceed one hundred fifty (150) days at the rate of eight (8) hours per day, plus twenty dollars (\$20.00) per day for each and every day in excess of one hundred fifty (150) days (1200 hours) of accumulated sick leave upon retirement or death. For purposes of this Section only, the eight hour day rate shall be computed as follows: the employee's biweekly rate shall be divided by ten (10).

SECTION 2(b)

Employees with more than one hundred fifty (150) days (1200 hours) of accumulated sick leave upon retirement or death may convert to compensatory time, the unused sick leave accumulated in that calendar year, provided that the total sick leave accumulation does not fall below one hundred fifty (150) days (1200 hours).

SECTION 3.

The Employer agrees to participate in a Post Employment Health Plan (PEHP) for the Collectively Bargained Public Employees (Plan). The Employer and Union agree that the current plan is incorporated into the Collective Bargaining Agreement.

ARTICLE 30
VACATION AND HOLIDAY LEAVE

SECTION 1.

Each employee of the bargaining unit shall be entitled to and shall receive a two week vacation upon the completion of the calendar year of his first full year of service and each full year thereafter. Platoon Chiefs, Captains, Lieutenants, and Firefighters will pick vacations by shift and station seniority. Consistent with the provisions of Section 9.44 of the Ohio Revised Code in determining the amount of vacation leave due to employees who were initially employed by the Fire Department prior to July 5, 1987, such employees' prior service with the Ohio National Guard shall be added to such employees' years of continuous service with the Department.

SECTION 2.

Vacation allowance shall be earned annually based on the following schedule:

| | |
|-------------------|--------------------------------|
| Less than 5 years | 4 tours of duty or two weeks |
| 5-10 years | 6 tours of duty or three weeks |
| 10-15 years | 8 tours of duty or four weeks |
| 15-20 years | 10 tours of duty or five weeks |
| 20 years or more | 12 tours of duty or six weeks |

SECTION 3.

Employees assigned to the fire suppression 48 hour work schedule shall receive nine (9) tours of duty off in lieu of being granted time off for holidays.

In the event an employee fails to use the above holidays, the employee will receive pay for up to two (2) holidays at the employee's straight rate by January 31st of the following year. At the employees option he/she will be allowed to carry one unused holiday forward to the following calendar year.

SECTION 4.

All employees who work a forty (40) hour week shall receive the following holidays:

The first day of January (New Year's Day)
Martin Luther King's Birthday
The third Monday of February (Presidents' Day)
St. Patrick's Day
The Friday before Easter (Good Friday)
Easter Sunday
The last Monday of May (Memorial Day)
The Fourth of July (Independence Day)
The first Monday of September (Labor Day)
The second Monday of October (Columbus Day)
Veterans Day
The Thursday in November designated Thanksgiving Day
The day after Thanksgiving Day
The Twenty-Fourth of December (Christmas Eve)
The Twenty-Fifth of December (Christmas Day)
New Year's Eve

SECTION 5.

When any holiday listed above falls on a non-scheduled work day, the following work day shall be considered a holiday.

SECTION 6.

Employees assigned to a forty (40) hour week shall receive up to sixteen (16) days off, scheduled with the approval of the Fire Chief in lieu of holidays worked.

ARTICLE 31
HOLIDAY PAY

Employees who actually work on:

The first day of January (New Year's Day)
Martin Luther King's Birthday
The third Monday of February (Presidents' Day)
The Friday before Easter (Good Friday)
Easter Sunday
The last Monday of May (Memorial Day)
The Fourth of July (Independence Day)
The first Monday of September (Labor Day)
The second Monday of October (Columbus Day)
The Thursday in November designated Thanksgiving Day
The day after Thanksgiving Day
The Twenty-Fourth of December (Christmas Eve)
The Twenty-Fifth of December (Christmas Day)

Shall be compensated at a rate of time-and-a-half (1½) for those hours worked on these holidays. Any employee who works overtime on a holiday shall receive double time for those hours worked on that holiday. Employees, solely at their option, may be credited with compensatory time when working the above-mentioned holidays. Only the premium portion of the holiday pay may be credited in compensatory time. The straight pay portion must be taken in cash.

ARTICLE 32 **SICK LEAVE**

SECTION 1.

Any employee incurring a non-duty illness or injury shall receive sick leave with full pay, providing he has sufficient sick leave accumulated. On-duty incurred sickness or disability shall not be charged to the accumulative sick leave of the employee when the provisions of Article 38 are met.

SECTION 2.

Each full-time employee of the Euclid Fire Department shall be entitled to sick leave of twelve (12) hours for each completed month of service. Each full calendar month, measured from the employee's date of original employment in the Department, shall be deemed a completed month of service.

SECTION 3.

Unused sick leave shall be unlimited in its accumulation. **See Article 21, Section 2(b) for optional sick leave conversion.**

SECTION 4.

Employees absent from work on authorized holidays, during sick leave, vacation, disability leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were present for duty.

SECTION 5.

An employee eligible for sick leave with pay may use such sick leave only for an absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or death in the employee's immediate family.

SECTION 6.

Any member of the Department may be required to submit a doctor's certificate for any further use of sick leave after using one hundred forty four (144) hours in any twelve (12) month period, at the discretion of the Fire Chief. The reason for the use of sick leave will be evaluated and, in the event that it is determined that a member has used an excessive amount of sick leave, the member will be furnished with a written directive by the Fire Chief requiring him or her to submit a doctor's certificate for each successive use of sick leave during the following one year period, upon returning to duty from each period of sick leave. The obtaining of the certificate will be at the member's personal expense. A current list of the names of employees required to submit medical certificates will be maintained in the Platoon Chief's office.

SECTION 7.

An employee who is absent from work in excess of one tour of duty for Fire Suppression personnel or three (3) working days for office personnel, for approved sick leave as provided in Section 5 of this Article, shall be required to present to his or her immediate supervisor upon return to work, a certificate stating the nature of the illness from a licensed physician to justify the use of sick leave.

SECTION 8.

An employee who is laid off from his position for reasons that are not discreditable to him may, if reappointed within twenty-four (24) months, have available for his necessary use any unused sick leave existing at the time of his layoff. An employee who transfers from one position to another position, or from another public agency in the State of Ohio, shall be credited with the unused balance of his accumulated sick leave not in excess of the accrual limit effective for employees of the City of Euclid.

SECTION 9.

An employee on sick leave shall inform the Shift Commander of the fact and the reason therefore at least one half (½) hour before the start of his tour of duty. Failure to do so may be cause for denial of sick leave with pay for the period of absence.

ARTICLE 32A
FAMILY AND MEDICAL LEAVE

SECTION 1.

Entitlement to Leave. Any bargaining unit member who has been employed with the City for at least twelve (12) months and has actually worked 1,250 hours during the previous twelve (12) month period, shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son or daughter, or parent of the employee. If such spouse, son or daughter, or parent has a serious health condition.
- (d) Because of the serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave for the birth or placement of a child with the employee shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

SECTION 2. Definitions.

- (a) Parent – means the biological parent of an employee or individual who stood in *loco parentis* to an employee when the employee was a son or daughter.
- (b) Serious Health Condition – means an illness, injury, impairment, or physical or mental condition that involves either:
 - (i) inpatient care in a hospital, hospice, or residential medical care facility; or
 - (ii) continuing treatment by a health care provider.
- (c) Son or daughter – means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is:
 - (i) under eighteen (18) years of age; or
 - (ii) eighteen (18) years of age or older and incapable of self care because of a mental or physical disability.
- (d) Spouse – means the husband or wife of an employee, as the case may be.

SECTION 3. Intermittent or Reduced Leave.

Leave for the birth or placement of a child shall not be taken intermittently or on a reduced schedule unless approved by the Fire Chief. Leave taken to care for a spouse, child, or parent with a serious medical condition, or because of a serious medical condition of the employee, may be taken intermittently or on a reduced schedule if medically necessary.

If an employee requests intermittent leave or leave on a reduced schedule, the Fire Chief may temporarily transfer such employee to an available alternative position for which the employee is qualified, and:

- (a) has equivalent pay and benefits; and
- (b) better accommodates recurring periods of leave than the regular employment position of the employee.

Such a temporary transfer shall not be subject to the restrictions and requirements of the Temporary Transfer Article of this Agreement.

SECTION 4. Substitution of Accrued Paid Leave.

Any employee electing to take leave under this Section and having accrued and unused vacation or personal leave, shall substitute such paid leave for any part of the twelve (12) week period. The remainder of such twelve (12) week period shall be as unpaid leave. For purposes of an employee electing to take leave under this Section for a serious health condition of a spouse, child, parent, or the employee, any accrued and unused sick leave shall also be substituted for any part of the twelve (12) week period.

SECTION 5. Notice Required for Foreseeable Leave.

In any case where leave is to be taken for the birth or placement of a child, the employee shall provide notice to the Fire Chief not less than thirty (30) days before leave is to begin. In the event the birth or placement requires leave to begin in less than thirty (30) days, notice shall be provided as soon as practicable.

In any case where leave is to be taken for planned medical treatment of a serious health condition of a spouse, child, parent, or the employee, the employee:

- (a) shall make a reasonable effort to schedule treatment so as not to disrupt unduly the operation of the employer; and
- (b) shall provide the Fire Chief with notice not less than thirty (30) days before the leave is to begin, unless treatment requires leave to begin in less than thirty (30) days in which case notice shall be given as soon as practicable.

SECTION 6. Certification of a Serious Health Condition.

The Fire Chief may, at his discretion, require a request for leave for a serious health condition of a spouse, child, parent, or the employee to be accompanied by a certification issued by the health care provider. Such certification shall contain at least the following information:

- (a) the date on which the serious health condition commenced;
- (b) the probable duration of the condition;
- (c) The appropriate medical facts within the knowledge of the health care provider regarding the condition which is the basis for the request;
- (d) for purposes of leave to care for a serious health condition of a spouse, parent, or a child, a statement that the employee is needed for such purpose;
- (e) for purposes of leave because of a serious health condition of the employee, a statement that the employee is unable to perform the functions of his/her position of employment;
- (f) for purposes of intermittent or reduced leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;
- (g) for purposes of intermittent or a reduced leave because of a serious health condition of the employee, a statement of medical necessity and the expected duration of such leave; and
- (h) for purposes of intermittent or a reduced leave scheduled because of a serious health condition of a spouse, child, or parent, a statement that the leave is necessary for such care and the expected duration of such leave.

In the event the Fire Chief doubts the validity of the certification, he may require that the employee obtain a second opinion from a health care provider designated or approved by the City, but not regularly employed by the City. The cost of such second opinion shall be the responsibility of the City.

In the event the second opinion conflicts with the first opinion obtained by the employee, the Fire chief may require that the employee obtain a third opinion from a health care provider designated or approved jointly by the City and the employee. The cost of any such third opinion shall be the responsibility of the City. The opinion of the third health care provider shall be final and binding on both the employee and the City. The Fire Chief may require that the employee obtain re-certification on a reasonable basis.

SECTION 7. Limitations.

Any employee whose spouse is also employed with the City shall, for purposes of leave for the birth or placement of a child, or to care for a parent with a serious health condition, be entitled only to that amount of leave which, in the aggregate with similar leave taken by the employee's spouse, totals twelve (12) work weeks in any twelve (12) month period.

SECTION 8. Employment and Benefits Protection.

Any employee who takes leave under this Section shall, upon return to work, be entitled to one of the following at the discretion of the Employer:

- (a) to be restored to the position held when leave commenced; or
- (b) to be restored to an equivalent position, as determined by the Employer, with equivalent benefits, pay, terms and conditions of employment.

The taking of leave under this Section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced, except that any paid leave used in substitution of unpaid leave, as outlined in Section 4, shall not be restored. No employee shall be entitled to accrue employment benefits during any period of unpaid leave under the FMLA.

Any employee taking leave under this Section shall be entitled to have their health care benefits continued at the level and subject to all the terms and conditions described in this Agreement, including any and all co-payments and deductibles.

The City may recover the premium that they paid for maintaining an employee's health plan coverage during any period of unpaid leave if the following conditions are met:

- (a) the employee fails to return from leave after entitlement has expired; and
- (b) the employee fails to return to work for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave, or (2) other circumstances beyond the employee's control.

Nothing in this Section shall be interpreted to entitle any employee returning from leave to any right, benefit, or position of employment other than that to which he/she would be entitled to had leave not been taken.

ARTICLE 32B
LIGHT DUTY

SECTION 1.

The employee may submit a request to the Fire Chief or his designee to be assigned Light Duty. The request shall also provide validation from the employee's

physician citing the employee's physical limitations and his expected return to regular duty. All light duty assignments are to be of temporary nature.

SECTION 2.

Should an employee be assigned to Light Duty for any period of time, the employee must submit satisfactory medical certification from his physician stating that the employee can return to his regularly assigned job task prior to reinstatement to regular duty.

SECTION 3.

Any employee while assigned to Light Duty shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached to his normally assigned position.

ARTICLE 33 **COMPASSIONATE LEAVE**

Fire Suppression personnel shall be allowed one (1) tour of duty off and office/staff personnel shall be allowed three (3) business days without loss of pay in the event of death in the immediate family. If the death occurs while the employee is on duty, he shall receive the remainder of that tour of duty off in addition to the above. In the event that the death occurs on a non-working day, the compassionate leave will begin on the employee's next scheduled working day. In the event that the death occurs while the employee is on a scheduled vacation or holiday leave, the employee will be allowed to reschedule the vacation day(s) or holiday day(s) which coincide with the period of bereavement and will be granted compassionate leave as provided in this section. A request to reschedule the vacation day(s) or holiday day(s) must be submitted by the employee to the Chief's office along with appropriate documentation that verifies the bereavement. The immediate family shall be limited to spouse, child, or parent, including foster parent, stepmother, stepfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, great grandmother, great grandfather, great grandmother in-law, great grandfather in-law, step children, foster children, sister or brother, sister-in-law and brother-in-law. In addition, necessary time off for travel purposes shall be granted upon request of the employee when, in the judgment of the Fire Chief, such additional time is warranted.

ARTICLE 34 **COURT LEAVE**

SECTION 1.

The Employer shall grant leave with pay to an employee, upon notification to the Fire Chief, for a period of time he is required to appear before a court, justice, or coroner as a witness in job-related matters.

SECTION 2.

The Employer shall pay any individual required to appear before a court, justice, or coroner when such appearance is job-related and the employee is not on duty. Such pay shall be for a minimum of four (4) hours.

ARTICLE 35
MILITARY LEAVE

SECTION 1.

Any bargaining unit member who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or a member of any of the reserve components of the U.S. Armed Forces shall be entitled to a paid leave of absence when performing military duty for periods not to exceed thirty (30) work days or two hundred forty (240) hours in any calendar year. In the event an employee is called to extended military duty by Executive Order of the President of the United States or an Act of Congress, in excess of the time periods of the preceding sentence, he/she shall be entitled to be paid during each month of such military duty the lesser of the following:

- (a) the difference between their gross monthly wages as an employee of the City and their gross military wages; or
- (b) five hundred dollars (\$500.00)

However, any employee whose gross monthly military wages exceeds their gross monthly wages as an employee of the City shall not be entitled to any compensation from the City during any period of extended military duty.

SECTION 2.

Any bargaining unit member wishing to take leave under this Section shall first present to the Fire Chief the order or a written statement from the appropriate military commander authorizing such military duty.

ARTICLE 36
JURY DUTY

Upon written notification to the Fire Chief, an employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. The employee shall be relieved of tour(s) of duty during the duration of jury assemblment. Employees released from court or jury duty prior to the end of their scheduled workday shall report to work for the remaining hours of their shift.

ARTICLE 37
PATERNITY LEAVE

Special leave with pay, to a maximum of one (1) tour of duty, for suppression personnel or three (3) consecutive days for non-suppression personnel, will be granted to any employee at the time of the birth of his/her child, or upon placement of an adopted child. In the event the birth occurs on a non-working day, the paternity leave will begin on the employee's next scheduled working day. In the event the birth occurs while the employee is on a scheduled vacation or holiday leave, the employee will be allowed to reschedule the vacation day(s) or holiday day(s) which coincide with the paternity leave as provided in this section. A request to reschedule vacation day(s) or holiday day(s) must be submitted by the employee to the Chief's office along with appropriate documentation. Reasonable visitation rights while the employee is on duty during the hospital stay will be granted by the Fire Chief or his designee.

ARTICLE 38

JOB-RELATED MEDICAL LEAVE OF ABSENCE

SECTION 1.

Any employee absent as the result of a job-related illness or injury and who receives compensation under the Workers' Compensation Law of the State of Ohio shall receive only that portion of his regular salary that, together with the payments received under the Workers' Compensation Law, will equal his regular salary at the time the injury is sustained. In the event that time off from work is required, they may be offered Salary Continuation in lieu of other forms of compensation under the Worker's Compensation law, provided the City's procedures for injury reporting, compliance and documentation are followed. This documentation will include, but no be limited to, completing a City accident/injury report by end of day/end of shift, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement. This report will be filed with Human Resources, as well as the person's direct manager and/or Department head. All cases will be dealt with on an individual basis, and the City's decision on each case will be made without prejudice or precedence.

SECTION 2.

Any employee receiving compensation under Workers' Compensation who reimburses the Employer for any amount the Employer paid, pursuant to Section 1 of this Article, shall not be charged sick leave for any time he shall be absent because of such job-related illness or injury. In the event that the BWC determines that the injury is not employment-related or the claim is disallowed, any time the employee has been absent from work shall be deducted from their appropriate earned leave balances, or if none are available, will be considered unpaid leave. The time spent on leave shall also be counted under the person's Family and Medical Leave Act (FMLA) allotment as such leave also qualifies under the FMLA.

SECTION 3.

The Employer's payment to an employee under Section 1 of this Article shall continue during the time the employee is receiving payments under the Workers'

Compensation Law, but in no event for more than six (6) months from the date of injury. Thereafter, any employee unable to return to work may, at his option, use his accrued sick and vacation leave. If an employee is unable to return to work or if he could demonstrate a need for a further leave of absence, with or without pay, the Mayor, in his discretion, may grant a leave of absence, with or without pay, for a period not to exceed three (3) years. At the completion of the leave, the employee shall be permitted to return to active duty without any loss of seniority.

ARTICLE 39 **HEALTH BENEFITS**

SECTION 1.

The employer will comply with the provisions of the Affordable Care Act of 2010, as well as any other applicable federal or state regulations as they pertain to the administration of health, vision, dental or other benefit plans.

SECTION 2. PLAN OPTIONS AND MINIMUM LEVEL OF SERVICE

Each full-time employee shall have the option of participating in a group health insurance plan. In successive plan years, the Employer may add to or delete plans, providers offered and/or Employees may be offered additional plans with reduced or increased benefit levels. The health plan shall provide coverage for the qualified dependents of Employees.

The Employer shall have the discretionary authority to choose the insurance carrier providing the coverage, so long as the Employer's exercise of that authority does not result in the diminution of the level of services provided to employees on the date of execution of this Agreement.

SECTION 3. HEALTH INSURANCE

The premium, deductibles, co-insurance, and co-payments for the health insurance plan options, and Wellness Incentives are defined, and incorporated as if fully rewritten herein, in the schedule attached as Appendix D.

SECTION 4. CLAIMS

Under the Employer's self-insured health insurance plan, the Employer shall be liable for the entire cost of paying claims, up to the limits of its liability under the plan as well as the cost of any premiums necessary to obtain coverage by an insurance carrier or provider to ensure payment of all claims. Employees of the bargaining unit shall be liable for the payment of any deductibles, co-insurance, co-payments for office/emergency room visits and prescription medication, as described in the health insurance plan option chosen by the employee of the bargaining unit, until the "Out of Pocket Max" is reached. The employee is also responsible for properly submitting claims on a timely basis, and for providing all necessary information for the processing of claims.

SECTION 5. IRS 125 PLAN: FLEX SPENDING ACCOUNT

The employer shall make available an IRS Section 125 Plan permitting employees the option to commit pre-tax dollars, communicate the terms of the same, and pay any administrative fee for those employees participating..

SECTION 6. WELLNESS INCENTIVES

When the employee and/or spouse meet or exceed the biometric goals, within the stated deadlines, the incentives will be provided by the Employer to the employee as scheduled in APPENDIX E. The table of biometric targets is attached in APPENDIX F..

SECTION 7. WELLNESS GOALS

To earn 2015 premium discounts (August 1, 2015 – December 31, 2015)

Employee only: information submitted to Be Well Solutions, by August 1, 2015:

- a) Biometric Screening (BIO)
- b) Health Risk Appraisal (HRA)
- c) Tobacco Use Affidavit (TUA)

To earn 2016 premium discounts (January 1, 2016 – December 31, 2016)

Employee and spouse, if participating in Cuyahoga County Regionalization Healthcare Plan: information submitted to Be Well Solutions, by November 15, 2015:

- a) Biometric Screening (BIO) AND meet 3 of 5 biometric targets or present reasonable alternative, (See Appendix D)
- b) Health Risk Appraisal (HRA)
- c) Tobacco Use Affidavit (TUA)

To earn 2017 premium discounts (January 1, 2017 – December 31, 2017)

Employee and spouse, if participating in Cuyahoga County Regionalization Healthcare Plan: information submitted to Be Well Solutions, by November 15, 2016:

- a) Biometric Screening (BIO) AND meet 4 of 5 biometric targets or present reasonable alternative, (See Appendix D)
- b) Health Risk Assessment (HRA)
- c) Tobacco Use Affidavit (TUA)

Credit for Prior Participation:

As of January 2015, employees and spouses who have biometrics already on file and have satisfied requirements for 2015 participation will have the opportunity to use those biometric results for 2016 goals as well.

For these participants, to meet 2016 requirements:

- **Everyone must complete a new HRA and TUA after August 1, 2015 and before November 15, 2015.**
- If participants have met 3/5 targets with BIO data currently on file, we will use that data to satisfy 2016 requirements as well. Participants may re-screen if they'd like (updated screening must also meet 3/5 targets or present reasonable alternative, see Appendix D)

- If participants have **not met 3/5 targets** with BIO data currently on file, they should submit updated BIO data through their doctor or rescreening, and if needed, reasonable alternative documentation by November 15, 2015.

SECTION 8. DENTAL PLAN

Each full-time employee of the bargaining unit shall have the option of participating in a group dental plan option subject to premiums as given in the schedule attaches as APPENDIX D.

SECTION 9. VISION PLAN

Each full-time employee of the bargaining unit shall have the option of participating in a group vision plan option, subject to premiums as give in the schedule attached as APPENDIX D.

ARTICLE 40 **LIFE INSURANCE**

SECTION 1.

The City shall provide \$75,000.00 of life insurance protection for each member of the bargaining unit. The City shall pay 100% of the premium. The policy will be reviewed continually by the City for the specific purpose of attempting to reduce premiums and increase benefits.

SECTION 2.

Each employee shall have the option, upon retirement, to continue to receive the life insurance benefits. Any employee electing to continue life insurance benefits upon retirement shall be solely responsible for any and all associated expenses, including premiums and billing fees.

ARTICLE 41 **PENSION AND RETIREMENT PLAN**

SECTION 1.

Contributions to the Ohio Police and Fire Pension Fund shall be paid by the Fire employees and the City in accordance with Ohio Revised Code Section 741.01.

SECTION 2.

The Employer shall pay to an employee who retires from service with the City of Euclid Fire Department or to the estate of a person who dies while an employee of the City of Euclid Fire Department a sum not to exceed one hundred fifty (150) days (1200 hours); at the rate of eight (8) hours per day, plus \$20.00 per day for each and every day in excess of one hundred fifty (150) days (1200 hours) of accumulated sick leave upon retirement or death. For purposes of this Section only, the eight-hour day rate shall be computed by dividing the employee's bi-weekly pay by ten (10).

SECTION 3.

Each full-time employee of the Fire Department paying into the Ohio Police and Fire Pension Fund, and having accrued twenty-two (22) years of service credit with the Pension Fund, at the sole option of the employee planning retirement and with notice to the Fire Chief, may choose to incorporate his last three (3) years of vacation time into his bi-weekly pay according to the Rules and Regulations of the Euclid Fire Department as they pertain to the Contract Savings Plan in place within the Euclid Fire Department.

SECTION 4.

The Employer shall provide a "pension pickup" plan, commonly referred to as the "salary reduction" plan or method, which is approved by the Internal Revenue Service and the Ohio Police and Firemen's Disability and Pension Fund. That portion of the employee contribution to the Police and Firemen's Disability and Pension Fund equal to five percent (5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment by the employee, by the Employer. The remaining portion of the employee contribution shall continue to be paid by the employee. All employees hired after March 1st, 2009, that portion of the employee contribution to Ohio Police and Firemen's Disability and Pension Fund equal to (2.5%) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee. Pension pick-up will increase by 0.5% effective January 1, 2016 and an additional 0.5% effective January 1, 2017. For employees hired before March 1, 2009, picked-up pension will be 5.5% in 2016 and 6.0% in 2017. For employees hired after March 1, 2009, picked-up pension will be 3.0% in 2016 and 3.5% in 2017. The remaining portion of the employee contribution shall continue to be paid by the employee. The provisions of this Section shall apply uniformly to all bargaining unit employees, and no employee shall have the option to elect a wage increase in lieu of the payment provided for herein, except those employees who qualify for the exception outlined in Section 5 below. The Employer shall, in reporting and making remittances to the Police and Firemen's Disability and Pension Fund, report that each employee's contribution has been made as provided by statute.

SECTION 5.

Should pension pick-up be prohibited and effect the payments made by the City on behalf of the members during this contract term, the City will make a corresponding adjustment in wages, net of the pension effect, to reflect the resulting increased pension payments required of the members. No adjustment in rates will be made should any change in state law not affect the bargaining agreement.

SECTION 6.

Each full-time employee of the Fire Department paying into the Ohio Police and Fire Pension Fund will be permitted to incorporate his/her overtime, holiday time, vacation time, longevity, and any other compensatory incomes for a designated period of three (3) years once they have completed twenty (20) years of service.

SECTION 7.

Each employee, in selecting Section 6 of this Article, hereby referred to as Contract Savings Plan (Con-Save), may change his Con-Save Plan, for vacation purposes ONLY, before September 1st of the preceding year of the intended change, and NO changes will be permitted after that date unless a verifiable hardship is proven and the Fire Chief grants such change.

ARTICLE 42
SAFETY AND HEALTH

SECTION 1. Introduction.

The Employer agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries, and illnesses in the fire service. In this Article, the Union through its various representatives, committees, officers, employees, and agents has been accorded certain participatory rights relating to employee safety and health, however, it is not the intention of the parties that these provisions, the Union's exercise of its rights hereunder or its failure to do so shall in any way diminish the Employer's or the Union's exclusive responsibility as described in this Article.

SECTION 2. Joint Safety and Health Committee.

There shall be a Joint Safety and Health Committee composed of an equal number of Fire Department officials and Union representatives. The Union representatives shall be selected by the Union and the Fire Department Officials representatives shall be selected by the Fire Chief.

The Joint Committee shall:

- (a) Meet as necessary, but not less than quarterly.
- (b) Make periodic inspections of Fire Department facilities and apparatus, protective equipment, protective clothing and devices, and to review work methods and conditions including training procedures at least every six (6) months.
- (c) Make written recommendations for the correction of hazardous conditions or unsafe work methods which comes to its attention. All recommendations shall be forwarded to the Fire Chief.
- (d) Keep minutes of all Committee meetings. A written report shall be prepared for review and approval at the next Committee meeting.
- (e) Review and analyze all reports of job-related accidents, deaths, injuries and illnesses. Make immediate and detailed investigations of each accident, death, or injury to determine its fundamental cause. Make written recommendations that include a suggested date of implementation

to modify or add rules and procedures to further promote the avoidance of such incidents in the future.

- (f) Review and make written recommendations on the care and treatment of injured firefighters so that a standardized medical treatment can be initiated with medical facilities that are designed to treat firefighters on an emergency basis. In carrying out this review of medical care and treatment, the confidentiality of any individual's medical records shall not be violated by the Committee.
- (g) Review and make written recommendations during the development of a systematic medical testing program for potential Fire Department work-related illnesses or disabilities by the Fire Department. Review and make written recommendations of the systematic testing program six (6) months after the establishment of such program and every six (6) months thereafter. In carrying out this review of the Fire Department's medical testing program, all medical records shall be part of the individual's personnel file and shall be kept confidential between the Employer and the employee.

Copies of all records and reports, including all reports required by any governmental agency, under any applicable federal, state, or local safety and health law, shall be made available upon request to each member of the Safety and Health Committee. The Committee may ask advice, opinion, and suggestions of experts and authorities on safety matters. The Committee's Union representatives at their own request shall have the right to call on such experts and authorities, including representatives from the International Union, to make such examinations, investigations, and recommendations as shall be reasonably connected with the purpose of the Committee. Costs incurred for the advice, opinion, and suggestions of experts and authorities on safety matters shall be shared equally.

The Employer shall pay Union members of the Committee at one and one-half (1½) times their regular rate of pay for all time spent on Committee business outside of the members regularly scheduled hours, including time spent in inspections, handling of safety problems, accompanying inspectors and in meetings or training seminars related to safety and health, pay shall be with the approval of the Fire chief which shall not be unreasonably withheld. In addition, any employee participating in a Safety and Health Committee meeting as a member of such Committee shall receive one and one-half (1½) times their regular rate of pay for all time in attendance at such meeting.

The Committee shall be considered an adjunct of, and subordinate to, the regular Grievance Procedure. All disputes and disagreements arising under the safety and health clauses of this Agreement shall be referred to the Safety and Health Committee, but if not disposed of by the Safety and Health Committee within fourteen (14) days, shall then be referred to the Labor-Management Committee.

SECTION 3. Protective Clothing and Equipment.

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment such, as personal alarm devices or personal flotation devices necessary to protect the safety and health of fire fighters. All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this Agreement that provides the highest level of worker protection from among federal, state, local, or voluntary consensus standards and shall be provided by the Employer and inspected annually.

The Employer agrees to maintain and replace any defective self-contained breathing apparatus and that all new purchases shall be only open-circuit, positive pressure self-contained breathing apparatus.

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self contained breathing apparatus.

SECTION 4. Fire Fighter Safety and Health Training.

The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The Employer agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work process, the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process, or equipment.

SECTION 5.

The Employer agrees to pay for the inspection and testing the structural integrity and safety of aerial devices using IAFF or NFPA recommended or equivalent test procedures conforming to whichever one is of a higher standard at the time of arrival and at least once every year thereafter. Copy of the test results shall be supplied to each member of the Safety and Health Committee.

SECTION 6.

For extra loud environments hearing protective ear muffs will be provided, these at the rate of two sets per rescue squad and three sets per fire truck. In addition to the above, two pairs of good quality radio head gear. These would be utilized for the truck officer while en route to the scene, and/or, the pump operator during pump operations. All equipment will be of good quality, workmanship, and durability. This equipment will be furnished, maintained and replaced by the Employer at no cost to the employee.

SECTION 7.

The Employer agrees to fund and maintain a medical wellness and physical fitness program for each member of the Fire Department to obtain a level of wellness/fitness consistent with the duties he or she may be called upon to perform. The

physical fitness program shall be a positive program and not punitive in design; allow for age and position in the department; allow for on-duty time participation utilizing facilities provided or arranged for by the City; provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants.

To achieve such a program a Labor/Management Wellness/fitness Committee shall manage the program. The committee will consist of two (2) representatives appointed by the Fire Chief, three (3) representatives appointed by the Local, the Wellness/fitness Program Medical Director (non-voting) and a physiological and wellness consultant(s) (non-voting) mutually chosen by both parties.

A minimum of three (3) members of the Local will be trained and certified as Peer Fitness Trainers through the IAFF/ACE Fitness Certification program. All costs of this training will be paid for by the Employer.

A separate annual line item budget amount of Fifteen Thousand Dollars (\$15,000.00) will be used to continue funding this program. These funds will be used for follow-up physicals as necessary, continuous services of the Program Medical Director, continuous services of the Program Exercise Physiologist on an as-needed basis, and equipment maintenance and replacement. These funds will be expended as determined and approved by the Wellness/Fitness Committee, with approval of the Fire Chief, which will not be unreasonably withheld.

The City will fully review an appropriate method for funding the wellness program beyond the current contract amount, fifteen thousand (\$15,000).

In addition, effective August 1, 2015, each firefighter will also submit biometric data, and complete a Health Risk Appraisal each year for Be Well Solutions. The information reported by Be Well to the City will be in the aggregate, and will distinguish the firefighter results separately from the results of other City employees. Information in the aggregate for firefighters only will also be provide to the President to Local 337.

The Labor/Management Wellness/fitness Committee shall be responsible for four primary areas:

Implementation of the IAFC/IAFF Wellness Fitness Initiative: Reviewing this initiative and fully adapting the components to the Euclid Fire Department.

Statistics and Health: Developing statistics on expense with lost time and costs due to disease and injury over the past five (5) years; showing through literature search how a fitness program can help avoid or reduce disease and injury; and projecting the cost savings over ten (10) years due to a Wellness/Fitness program.

Wellness/fitness Program: Developing program objectives; developing the program and related activities (e.g. workshops, smoking cessation and weight control programs); preparing program budgets.

Executive and Marketing Functions: Identifying specific objectives to the program; developing answers or procedures to overcome the objections; enlisting the help of critical support groups and individuals; investigating legal implications of the fitness program; establishing policies and directives.

ADDITIONAL PROVISIONS:

1. If an employee has had a physical examination by the Wellness/fitness Program Medical Director pursuant to the Medical Wellness and Physical Fitness program, and is not satisfied with the report or if the report may adversely affect the employee's employment, he/she may within thirty (30) calendar days have a competent physician of his own selection conduct an independent examination at his own expense, a copy of the report to be furnished to the Employer. If the two physicians disagree, a third physician can be called in at the request of the employee to make an independent examination at the Employer's expense. If both physicians disagreed with the original report, any action taken by the Employer based on such report shall be revoked. The third doctor shall be selected by the two physicians first mentioned and must be a specialist with special training pertinent to the case under consideration. The Employer shall agree to provide the employee and the employee's physician with copies of the employee's medical records. Such records shall be furnished at the expense of the Employer.
2. Employees who suffer occupational injury or disease arising out of or in the course of employment which makes it impossible or medically unsuitable to perform the duties of their present job shall retain their rate of pay if transferred to a lower-rated job. Subsequent raises in pay, cost of living adjustment, or other upward pay adjustments applying to the former position shall be granted as though the original job were still being held. Similarly, all other compensation-related benefits shall be maintained at the same or higher level. Furthermore, every effort will be made to find an open position which the employee can perform with little or no additional training. If necessary, however, the Employer will train such an employee for the length of time necessary to qualify fully for the new job.
3. All members will be required to participate in annual testing covering the areas of strength/endurance, and cardiovascular fitness on a mandatory, non-punitive basis. Each member will also be required to receive a medical physical, as prescribed in the IAFF Wellness Fitness initiative, through University Hospital in Richmond Heights, or an alternative facility as determined by the Wellness/Fitness Committee. Individuals who refuse to cooperate with the scheduled physical examination may consult their personal physician for a comparable physical, with guidelines provided by Wellness Fitness Medical Control, within sixty (60) days of

initial notification. If the member has not forwarded a "fit for duty" notice to the Chief's office within those 60 days, the individual will be considered unfit for duty and kept off the line, and the progressive disciplinary process will be followed until a "fit for duty" letter from a physician has been received by the Chief's office.

Medical information obtained through Corporate Health and Physical Fitness Evaluations will be maintained according to strict physician-patient confidentiality standards and HIPPA guidelines.

SECTION 8. Job Stress Counseling.

The Employer agrees to provide professional counseling services to employees, their spouses and children to help alleviate problems that may exist due to occupational stress. These counseling sessions shall remain confidential between the employee, the employee's family and the counselor. However, when it is found that problems are of such nature as to cause the employee to no longer be able to perform his current job duties, the employee's records shall be given to the Employer. Nevertheless, the information shall remain confidential between the Employer and the employee.

SECTION 9.

All employees of the Department shall be subject to the Drug and Alcohol Policy set forth in Appendix B, which is attached to this Agreement and made a part hereof.

ARTICLE 43
RELIEF AT A FIRE

It shall be the policy of the Fire Department to try to provide relief at any alarm which exceeds four (4) hours and at any other alarm which because of its nature or because of extreme weather conditions dictates such relief. Relief periods shall not exceed one (1) hour and shall be used for personal needs and to prepare personal equipment.

ARTICLE 44
MEDICAL PERSONNEL AT FIRE SCENE

The Employer agrees that an ALS ambulance with trained medical personnel and life support equipment shall be present at the scene of all working incidents, strictly for the purpose of medical treatment and rehabilitation. In the event that the dispatched ambulance is required to treat a medical emergency at the fire scene, another ALS ambulance will be dispatched to the fire scene in its place.

ARTICLE 45
SAFETY MANNING

SECTION 1.

Sufficient personnel to operate all responding equipment and apparatus in a safe manner, as determined by the Fire Chief or other individual responsible for the day-to-day administration of the Fire Department shall be maintained on duty and available for response to alarms.

SECTION 2.

If sufficient personnel are not available to meet the safety manning requirements, off-duty firefighters shall be recalled, pursuant to the provisions of Article 22 of this Agreement.

SECTION 3.

Any dispute concerning the number of personnel necessary to operate all responding equipment and apparatus in a safe manner shall be subject to resolution under the terms of the grievance procedure contained in Article 17 of this Agreement.

SECTION 4.

Assignments to particular Fire Stations and shifts will be distributed as equitably as possible to maintain a balance on all three shifts.

SECTION 5.

Whenever the Department's manpower needs permit, Union Officers and Workers' Compensation representatives may be given the choice of being assigned to Station No. 3, if it does not interfere with any specific job assignments.

ARTICLE 46
RESIDENCY

All bargaining unit employees must reside within one hour drive of the City's border. All employees will notify the Chief at least one week prior to any change of residence.

ARTICLE 47
SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 48
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 49
GENDER

Whenever the male gender is used in this Agreement it shall be construed to include both male and female employees unless biologically infeasible.

ARTICLE 50
APPENDICES AND AMENDMENTS

All appendices and amendments of this Agreement shall be numbered (or lettered) dated and signed by the responsible parties and shall be subject to all provisions of this Agreement.

ARTICLE 51
DURATION OF AGREEMENT

SECTION 1.

It is herewith agreed that no provision of Ohio Revised Code Section 4117.14 or any other section of the Code purporting to establish for public sector bargaining a process of negotiation, dispute resolution, settlement, or approval shall be applicable as between the Union, its members, and the City, save and except those specific provisions contained in Section 4117.14 of the Code which permit public employers and the exclusive representatives of public employees to reach agreement on issues by a procedure other than as provided for by Section 4117.14. The methods for negotiation, dispute resolution, settlement, and approval set forth in this Article are the exclusive procedure by which the parties hereto will seek to reach agreement on all subjects in dispute.

SECTION 2.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Employer and the Union, for the duration of this Agreement, voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the contemplation or

knowledge of either or both parties at the time they negotiated and executed this Agreement.

SECTION 3.

The term of this Agreement shall be from January 1, 2015 through December 31, 2017, and it shall continue from year to year beyond the original term hereof unless either party notifies the other in writing and delivered by certified U.S. mail, not later than ninety (90) days or earlier than one hundred twenty (120) days prior to the initial expiration date or the expiration date in subsequent years, of its desire to modify, amend, or terminate this Agreement. The postmarked date shall control the issue of timeliness. The notice need not specify in what respect the giver of the notice seeks modification or amendment. The party upon whom timely notice is served shall be free to seek modification, amendment, or termination of the Agreement without serving notice. If arbitration is required, the arbitrator's award shall be rendered no later than December 15, 2017.

SECTION 4.

Within twenty-one (21) days or as soon thereafter as possible after ninety (90) days prior to the initial expiration date or the expiration date in subsequent years, the parties shall meet at a mutually selected location to begin bargaining. Subsequent negotiating sessions will be convened by mutual agreement of the parties. All bargaining shall be private and no transcript or recording shall be permitted. This Section shall not preclude the taking notes, the compilation of memoranda, and/or the distribution of notes or memoranda by either side to any person involved in negotiations. Both sides shall be free to select their own representatives for purposes of bargaining and shall not be limited to employees of the City. Each team shall be represented by not more than six (6) representatives.

No partial offer made or acceptance of a partial offer made shall bind either party to the partial offer or its acceptance, until such time as the Agreement has been presented to the Union membership and approved. A vote by the membership of the Union to disapprove will restore the parties to the bargaining process without obligating either party to maintain positions held immediately prior to submission for approval. Likewise, a refusal by the City Council to approve a request for funds necessary to implement an agreement or to approve any other matter requiring its approval will restore the parties to bargaining without the obligation to maintain any previously adopted agreement. It is the intent of both parties that this agreed upon bargaining process be a free and open exchange, unencumbered by artifice, to the end that each side has a full and fair opportunity to persuade the other to agreement.

SECTION 5.

Approval/disapproval of any proposed agreement or partial agreement by the Union will be governed exclusively by the Union's own constitution or by-laws. The approval of a request for funds necessary to implement an agreement or partial agreement or the approval of any other matter by the City Council shall be governed by its rules and regulations and the applicable provisions of the Ohio Revised Code Section 4117.10.

The Union will vote first and the City Council will vote pursuant to Section 4117.10 only after written notice that the Union has approved the agreement or partial agreement.

SECTION 6.

In the event no agreement on all issues has been reached prior to October 15, 2017, the City and Union shall jointly notify the American Arbitration Association (“AAA”) of their intent to submit the unresolved issues to it to be resolved through binding arbitration. That notice shall include a request that AAA forward to the City and the Union a panel (list) of seven (7) individuals from which the Arbitrator can be selected.

SECTION 7.

After AAA has received the joint notice of the parties, it shall submit a list of seven (7) individuals to each party, and the Arbitrator shall be chosen therefrom by the alternate strike method, no later than the seventh (7th) day after the parties’ receipt of the list of arbitrators. The party striking first shall be determined by a coin toss. The hearing shall be held as soon as practicable after the date the Arbitrator is chosen. The City and the Union shall equally share the cost of services provided by the Arbitrator. The City and the Union shall pay the cost of their own witnesses and presentation. Any party desiring a court reporter shall bear the cost of same.

SECTION 8.

No later than three (3) days before the hearing, the City and the Union shall serve on the Arbitrator and the opposing party a written report summarizing the unresolved issues to be submitted to the Arbitrator, the party’s final offer on each issue, and the rationale for that position. The Arbitrator shall have jurisdiction only over the unresolved issues and any other matters which the parties may mutually agree to submit for resolution. The hearing shall be conducted pursuant to the current rules of the American Arbitration Association.

SECTION 9.

After the hearing, the Arbitrator shall resolve the dispute (each issue) between the parties by conventional arbitration of all unresolved issues, taking into consideration the following:

- (a) Past collectively bargained agreements between the parties;
- (b) Comparison of the issues submitted to binding arbitration relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) Comparability of treatment between the employees in the bargaining unit in question and the City’s employees doing work comparable to that

performed by bargaining unit employees concerning the issues submitted to binding arbitration;

- (d) The interests and welfare of the public, the ability of the Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (e) The lawful authority of the Employer;
- (f) The stipulations of the parties; and
- (g) Such other factors, not confined to those listed in this Section, which are normally or traditionally taken into consideration in the determination of the issues submitted to binding arbitration through voluntary collective bargaining, mediation, or other impasse resolution procedures in the public service or in private employment.

SECTION 10.

The Arbitrator shall make written findings of fact, and promulgate a written opinion and award upon the issues presented, and upon the record made in the proceeding and shall mail or otherwise deliver a true copy thereof to the parties. The award shall specify the contractual language/provision to be implemented by the parties with regard to the issue(s) arbitrated.

SECTION 11.

After the Arbitrator has entered an award, it and all other matters previously agreed upon by the parties shall constitute the entire Agreement between the City and the Union. The City and the Union by mutual agreement can amend or modify the Arbitrator's award.

SECTION 12.

Increases in rates of compensation and other matters with cost implications awarded by the Arbitrator will be effective retroactively, if necessary, to January 1, 2018.

SECTION 13.

The award of the Arbitrator is final, conclusive and binding on the City and the Union, and it is a mandate to both parties to take the necessary steps to implement the award unless the parties mutually agree to amend or modify the award.

SECTION 14.

Following the expiration of the current Agreement, its terms shall continue in full force and effect until the Arbitrator renders a decision and the new Agreement becomes effective.

SECTION 15.

Should FOP Lodge 18 receive more favorable treatment in wage increases or benefits during the term of this agreement, the City and IAFF 337 agree that the more favorable wage increases or benefits will be extended to IAFF 337 members covered by this bargaining agreement.

SIGNATURES TO FOLLOW

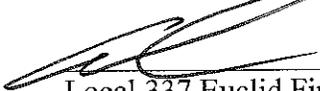
IN WITNESS WHEREOF, the parties hereto, being the City of Euclid and the Euclid Association of Professional Fire Fighters Local #337, International Association of Fire Fighters, hereby execute this Agreement as of this 13th day of November, 2015.

ON BEHALF OF THE UNION
BARGAINING COMMITTEE:



President

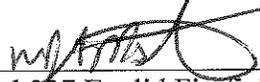
Local 337 Euclid Firefighters



Local 337 Euclid Firefighters



Local 337 Euclid Firefighters



Local 337 Euclid Firefighters

ON BEHALF OF THE
CITY OF EUCLID:



Bill Cervenik, Mayor

APPROVED AS TO FORM



Chris Frey
Director of Law

**APPENDIX A
SALARY SCHEDULE**

The following shall be the schedule of compensation for the members of the bargaining unit during the term of this Agreement beginning January 1, 2015.

| Rank | Year | Bi-Weekly | Annual | Per Hour |
|---------------------------------------|-------------|------------------|---------------|-----------------|
| Platoon Chief | 1/1/2015 | \$3185.00 | \$82,810.25 | \$33.18 |
| | 1/1/2016 | \$3,240.75 | \$84,259.43 | \$33.75 |
| | 1/1/2017 | \$3,305.56 | \$85,944.62 | \$34.43 |
| Captain | 1/1/2015 | \$2,843.76 | \$73,937.71 | \$29.62 |
| | 1/1/2016 | \$2,893.52 | \$75,231.62 | \$30.14 |
| | 1/1/2017 | \$2,951.39 | \$76,736.25 | \$30.74 |
| Captain Office | 1/1/2015 | \$2,843.76 | \$73,937.71 | \$35.54 |
| | 1/1/2016 | \$2,893.52 | \$75,231.62 | \$36.17 |
| | 1/1/2017 | \$2,951.39 | \$76,736.25 | \$36.89 |
| Lieutenant | 1/1/2015 | \$2,539.07 | \$66,015.80 | \$26.45 |
| | 1/1/2016 | \$2,583.50 | \$67,171.08 | \$26.91 |
| | 1/1/2017 | \$2,635.17 | \$68,514.50 | \$27.45 |
| Fire Fighter 1 st Class | 1/1/2015 | \$2,267.03 | \$58,942.69 | \$23.61 |
| | 1/1/2016 | \$2,306.70 | \$59,974.18 | \$24.03 |
| | 1/1/2017 | \$2,352.83 | \$61,173.66 | \$24.51 |
| Firefighter 2 nd Class | 1/1/2015 | \$2,129.52 | \$55,367.41 | \$22.18 |
| | 1/1/2016 | \$2,166.78 | \$56,336.34 | \$22.57 |
| | 1/1/2017 | \$2,210.12 | \$57,463.07 | \$23.02 |
| Firefighter 3 rd Class | 1/1/2015 | \$2,058.73 | \$53,526.89 | \$21.45 |
| | 1/1/2016 | \$2,094.75 | \$54,463.61 | \$21.82 |
| | 1/1/2017 | \$2,136.65 | \$55,552.88 | \$22.26 |
| Probationary Firefighter | 1/1/2015 | \$1,814.41 | \$47,174.55 | \$18.90 |
| | 1/1/2016 | \$1,846.16 | \$48,000.10 | \$19.23 |
| | 1/1/2017 | \$1,883.08 | \$48,960.10 | \$19.62 |
| Cadet Firefighter | 1/1/2015 | \$1,750.30 | \$45,507.81 | \$18.23 |
| | 1/1/2016 | \$1,780.93 | \$46,304.20 | \$18.55 |
| | 1/1/2017 | \$1,816.55 | \$47,230.28 | \$18.92 |

Cadet, Probationary, and First, Second, and Third Class Firefighters are formulated at 3% increases.

Lieutenants, Captains, and Platoon Chiefs reflect 12% between ranks.

Bi-weekly rates are annual rates divided by twenty-six (26) pays.

Hourly rates are bi-weekly rates divided by bi-weekly hours, either 96 (line personnel) or 80 (office personnel).

APPENDIX B
CITY OF EUCLID FIRE DEPARTMENT
ALCOHOL AND DRUG TESTING POLICY AND PROCEDURE

A. Policy Statement

Both the City and employees of its Fire Department recognize that alcohol abuse and illegal drug usage as threats to the public safety and welfare and to the employees of the Department. Thus, the Department will take the necessary steps, including alcohol and drug testing, to eliminate alcohol abuse and illegal drug usage. The goal of this policy is education, prevention and rehabilitation, rather than discipline and termination.

Employees who suspect that they may have an alcoholism or drug dependency problem -- even in its early stages -- are encouraged to seek diagnosis and to follow through with the treatment that may be prescribed by qualified professionals, in order to eliminate the problem as early as possible.

Any employee having these problems will receive the same careful consideration and offer of treatment that is presently extended under the City's existing benefit plans to those having other physical and/or psychological disability, as well as under the Employee Assistance Plan.

The same benefits and insurance coverage's that are provided for all other diseases under the City's established health insurance benefit plan will be available for individuals who accept medically approved treatment of alcoholism or drug dependency.

It will be the responsibility of all superior officers of the Department to implement this policy and to assure that no person with an alcoholism or drug dependency problem will have his/her job security or promotional opportunities jeopardized by a request for diagnosis and treatment.

The decision to request a diagnosis and to accept treatment for alcoholism or drug dependency is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance.

It is imperative that all Department personnel recognize and preserve the confidential nature of the medical records of employees with alcoholism or drug dependency problems.

Persons participating in a rehabilitation program, under the Employee Assistance Plan, will be expected to satisfy existing job performance standards and established work rules.

Nothing in the statement policy is to be interpreted as constituting a waiver of the Department's responsibility to maintain discipline or its right to take disciplinary

measures in case of poor performance or misconduct that may result from alcoholism or drug dependency.

If any employee feels that drugs or alcohol has become a problem that is reflected in the employee's poor job performance, he/she is strongly urged to speak with his/her Company Officer or Shift Commander or to contact the Assistant Chief or the Chief.

It must be understood that this policy has no bearing whatsoever on what an employee does on his/her own time, unless it adversely reflects on his/her job performance.

B. Basis for Ordering an Employee to be Tested.

Employees may be tested for alcohol or drug-related impairment under any of the following conditions:

a. Where there is reasonable suspicion to believe that the employee is under the influence of, or his/her job performance is impaired by, drugs or alcohol. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but not be limited to, poor work performance, high level of sick time usage, unusual behavior or actions (such as slurred speech, unsteady gait, or odor of alcohol on breath), involvement in on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while driving a City vehicle, where the circumstances raise a question concerning the existence of alcohol use or drug abuse by the employee. The listing of these examples is not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or drugs.

b. After participation in an alcohol or drug abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the date of the employee's completion of the program.

If an employee is reasonably suspected of being under the influence of, or using alcohol or drugs while on duty, it shall be reported to the Company Officer or Shift Commander on duty. The Shift Commander, Assistant chief, or Chief shall be advised and shall determine if alcohol or drug testing is warranted. If it is determined to be warranted, the Shift Commander, Assistant chief, or Chief shall issue the order requiring that the test be taken.

The individual first reporting a "reasonable suspicion" shall give his/her reasons for doing so, in writing, to the Assistant Chief as soon as possible. This report shall be confidential, but a copy shall be given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

C. Testing Procedures.

Any employee reasonably suspected of using or being under the influence of alcohol, or of using or abusing drugs, while on duty shall be required to submit a urine specimen for testing for the presence of drugs. Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the donor employee.

Prior to submitting the sample, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with.

Specimen samples shall be sealed, labeled against the identity of the employee to ensure the results match the employee tested, and stored in a secure and refrigerated atmosphere until tested or delivered to the testing laboratory.

The testing shall consist of a two-step procedure: a. initial screening; and b. confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the chief will be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of a drug or drugs in the employee's system, the same will be retained for six (6) months to allow further testing in case of a dispute.

Employees who have participated in a drug testing procedure which failed to reveal the presence of any drug shall be given a letter stating that no illegal drugs were found in his/her system. Further, if the employee requests it, a copy of the letter shall be placed in his/her personnel file.

The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS) or equally reliable testing procedure.

D. Disciplinary Action.

Any employee who sells or distributes drugs or other controlled substances to any person while on duty shall be subject to immediate termination. An employee who refuses a direct order of a superior officer to undergo either alcohol or drug testing shall be considered to be guilty of insubordination. Any employee who is determined to be under the influence of, or using alcoholic beverages while on duty shall be given the opportunity to enter and successfully complete the Employee Assistance Program. No further disciplinary action shall be taken against the employee provided he/she successfully completes the program, and is not found to be under the influence of or using alcoholic beverages for a period of one (1) year following his/her successful completion of the Program. Similarly, no disciplinary action shall be taken against an employee who is determined to be using or abusing drugs or other controlled substances

while on duty, provided the employee enters and successfully completes the Employee Assistance Program and is not found to be using or abusing drugs or other controlled substances for a period of one (1) year following his/her successful completion of the Program.

APPENDIX C

Summary of Contract Changes 2015 to 2017

Article 18

2015 - Increase of 1.5% for each classification
2016 – Increase of 1.75% for each classification.

2017 – Increase of 2% for each classification.

Article 18A

In-Service training bonus: 2015 - \$1,995.00, 2016 - \$2,030.00, 2017 - \$2,071.00.

Article 27

Changes in educational premiums:

Section 3. 2015-\$914.00, 2016 - \$930.00, 2017 - \$949.00

Sections 4 and 5. 2015-\$1,827.00, 2016 - \$1,859.00, 2017 - \$1,896.00

Section 6. 2015 - \$2,994.00, 2016 - \$3,046.00, 2017 - \$3,107.00

Article 39

Changes in Healthcare plans, deductibles, premiums and co-insurance, see APPENDIX D

Article 41

Pension pick up will increase 0.5% in 2016 and an additional 0.5% in 2017.

Article 42

Section 7. Wellness biometric data information pertaining to Health Benefits, see APPENDIX E and in Part 3, IAFF Wellness Fitness Initiative changed to University Hospital in Richmond Heights

**APPENDIX D
HEALTH BENEFITS**

Health Care Plan Designs

| | DEDUCTIBLE | CO-INSURANCE | OFFICE CO-PAY | ER CO-PAY | RX RETAIL CO-PAY | RX MAIL ORDER CO-PAY | OUT-OF-POCKET MAX |
|-------------------------------------|---------------|--------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------|
| TRADITIONAL 1/1/15-7/31/15 | \$200/\$300 | 100% | \$20 | \$50 | \$5/\$12/\$25 | \$5/\$12/\$25 | 0 |
| 8/1/2015 | \$250/\$500 | 90% | \$15/25 | \$75 | \$5/\$25/\$40 | \$10/\$50/\$80 | \$625/\$1250 |
| 2016 | \$250/\$500 | 90% | \$15/25 | \$75 | \$5/\$25/\$40 | \$10/\$50/\$80 | \$750/\$1500 |
| 2017 | \$250/\$500 | 90% | \$15/25 | \$75 | \$5/\$25/\$40 | \$10/\$50/\$80 | \$750/\$1500 |
| BASIC 2015-2017 | \$2000/\$4000 | 100% | after deductible 100% | after deductible 100% | after deductible 100% | After deductible 100% | \$2000/\$4000 |
| METRO HEALTH SELECT 2015-2017 | 0 | 100% | \$10 | \$75 | \$3/\$10/\$25 | \$6/\$20/\$50 | 0 |

Monthly Health Care Premiums

| Plan | Tier | 2015 | | 2016 | | 2017 | | |
|-----------------------|--------------------|------------------|------------------------|------------------|--------------------------------|------------------|-------------------------------|--------------------------------|
| | | Without wellness | With employee wellness | Without wellness | With two wellness participants | Without wellness | With one wellness participant | With two wellness participants |
| Traditional MMOH | Ee | 125 | 100 | 135 | 110 | 165 | 125 | |
| | Ee + children | 150 | 125 | 175 | 150 | 215 | 175 | |
| | Ee + spouse | 175 | 150 | 225 | 200 | 275 | 235 | 200 |
| | Ee+spouse+children | 200 | 175 | 250 | 225 | 300 | 260 | 225 |
| Basic MMOH | Ee | 75 | 50 | 85 | 60 | 115 | 75 | |
| | Ee + children | 100 | 75 | 125 | 100 | 165 | 125 | |
| | Ee + spouse | 125 | 100 | 175 | 150 | 225 | 185 | 175 |
| | Ee+spouse+children | 150 | 125 | 200 | 175 | 250 | 210 | 200 |
| MetroHealth Select | Ee | 75 | 50 | 85 | 60 | 115 | 75 | |
| | Ee + children | 100 | 75 | 125 | 100 | 165 | 125 | |
| | Ee + spouse | 125 | 100 | 175 | 150 | 225 | 185 | 175 |
| | Ee+spouse+children | 150 | 125 | 200 | 175 | 250 | 210 | 200 |

Monthly Dental and Vision Premiums: 2015-\$0.00, 2016 and 2017 TBA

APPENDIX E

WELLNESS INCENTIVE PROGRAM

The Employer's wellness program has two goals:

- **Reduce the risk of preventable disease**, including heart attack, stroke, cancer, hypertension, type II diabetes and metabolic syndrome.
- **Reduce individual and City health care expense**, by promoting strategies for healthy aging, and reducing health care claims, absenteeism and disability.

**Be Well Solutions* is the current administrator for processing submitted wellness data. Should another wellness administrator be chosen the biometric targets and incentives shall remain the same for the life of this contract.

BIOMETRIC SCREENING

Employees and their spouses who are covered in the Employer's health plan may participate **at no cost** in a Health Fair/biometric screening session each calendar year, by appointment, at City Hall or other designated locations throughout the city. Alternatively, people may use their own doctors or labs, and have the same information submitted to *Be Well Solutions* directly.

BIOMETRIC TARGETS

The wellness program involves measuring participants on five **biometric targets: blood glucose, total cholesterol, LDL cholesterol, body mass index (BMI), and blood pressure**. Targets are based on the National Institutes of Health (NIH) standards. For the Employer's program, more generous ranges were designed in consultation with health care professionals. These targets and ranges are used by many comparable wellness programs in our area, and are compliant with applicable state and federal regulations.

| <i>Biometric measure</i> | <i>National Institutes of Health (NIH) standard</i> | <i>City of Euclid Wellness Program target range</i> |
|--------------------------|---|---|
| Fasting Glucose | ≤ 100 | ≤ 110 -or- reasonable alternative standard* |
| Total Cholesterol | ≤ 200 | ≤ 240 -or- TC/HDL ratio < 4.0 -or- reasonable alternative standard* |
| LDL Cholesterol | ≤ 130 | ≤ 130 -or- reasonable alternative standard* |
| Blood Pressure | ≤ 120/80 | ≤ 140/90 -or- reasonable alternative standard* |
| BMI | ≤ 25 | ≤ 30 -or- lose 2 BMI points from prior year -or- waist-to-hip ratio < 1.0 inch -or- reasonable alternative standard* |

*A "reasonable alternative standard" is documented with a Physician Compliance Form completed by the health care provider, submitted directly to *Be Well Solutions*. This may be used by any participant in the program to demonstrate compliance with any target. For example, participants who are diabetic may use this alternative to document compliance for the fasting glucose target. A copy of the current form is attached as APPENDIX F.

APPENDIX E, CON'T.

CONFIDENTIALITY AND COMPLIANCE

This voluntary program design is fully compliant with Department of Labor, Health and Human Services, HIPAA, Affordable Care Act and IRS regulations.

Individual health data will be held directly by *Be Well Solutions*, in compliance with HIPAA and other regulations designed to ensure confidentiality and security of protected health information (PHI). Data is stored in *Be Well Solutions*' 1024-bit SSL encrypted web portal and in their secure warehouse. PHI is not shared with anyone but the individual enrolled. No individual data will be released to the City, the medical plan provider, any other agency or any individual other than the participant.

Be Well Solutions will only provide the City with aggregate reports, identifying our employees' and spouses' most significant risk factors. These reports will be used by the employee wellness committee to create programs and educational opportunities to address the issues of most concern in our population.

The City will get a list from *Be Well Solutions* in December each year, documenting employees and spouses who are compliant with the terms of the wellness program. This list would be used to assign health care plan premiums beginning January 1 of the following year.

NEW HIRES

Eligible new hires and new entrants to the health care plan will have 90 days to satisfy the current requirements of the wellness program to be considered compliant. If incentives are approved, new participants would pay the higher premium rate for at least the first 90 days, then would be granted the lower rate in the first month following completion of 90 days if compliant.

Be Well Solutions contact information:

1-888-WEL-SERV or (216) 378-0888
www.bewellsolutions.com

- **Username** is comprised of COE-first initial + last name (for example: COE-jsmith)
- **Temporary password** is a combination of your birth year and the last 4 digits of your SSN (for example: 19601234).



PHYSICIAN FORM – TAKE TO YOUR DOCTOR’S OFFICE OR LAB

Dear Doctor:

Your patient is participating in a Wellness Initiative through their employer. Part of this initiative involves obtaining routine screening measures and sharing them with our Wellness Company. This health information is *not* shared with the patient’s employer and we respect all elements of confidentiality.

Based on the results, we will offer your patient various options, including the option of working with a professional health educator to work on lifestyle changes aimed at lowering their risk of developing heart disease, stroke and diabetes. Those who participate in the screening and subsequent programs may be offered various incentives.

Our interest is in helping your patient by augmenting your care with lifestyle and educational messages. We will discuss the screening results with your patient and help them understand the potential implications and strategies to minimize their risk. We want to work with your patient to maximize their health potential.

Our health educators are trained in the areas of lifestyle change and motivational interviewing. The goal at Be Well Solutions is to reinforce messages about lifestyle and compliance that will diminish your patient’s health risks and ensure proper screening and consumer education. We want to augment the work you do with your patient.

If you have any questions about the screening process or wish to discuss any elements of the program or training, we invite you to call Be Well Solutions at (216) 378-0888 and speak to our Medical or Wellness Directors.

Thank you in advance for helping your patient.

A handwritten signature in black ink, appearing to read "Ron Golovan".

Ronald Golovan, M.D.
Medical Director

A handwritten signature in black ink, appearing to read "Michael Schechter".

Michael Schechter, M.D.
Wellness Director



Name: _____

DOB: _____

Employer: City of Euclid

THIS FORM CAN BE:

1. Returned to the patient who must send it to Be Well Solutions.
2. Emailed to: info@bewellsolutions.com
3. Faxed to: (440) 498-1366
4. Mailed to: Be Well Solutions
30625 Solon Rd. Suite C
Cleveland, OH 44139

REQUIRED (please print):

Physician Name: _____

Phone: _____

Address: _____

Physician Signature _____

Release of Information:

I, _____ (patient name) grant permission to Dr. _____ (doctor's name) to share certain elements of my health information, specifically laboratory results (cholesterol and glucose measurements), blood pressure measurements, height and weight, with Be Well Solutions. This release will be in effect for two years from the date signed. I understand I may retract this permission at any time either verbally or in writing. Information will not be shared directly with my employer. Be Well Solutions, Inc. is a bona fide wellness company and adheres to all such limitations and regulations.

Patient signature: _____

Witness: _____

Date: _____

Patient Results

Fasting (Circle One): Yes No

Diagnosed Diabetic (Circle One): Yes No

| | Glucose | Total Cholesterol | LDL Cholesterol | HDL Cholesterol | Triglycerides | Blood Pressure | Height | Weight | BMI |
|----------------------------|---------|-------------------|-----------------|-----------------|---------------|----------------|--------|--------|-----|
| R e s u l t | | | | | | | | | |
| D a t e | | | | | | | | | |

The Doctor's office can fill this out or send a copy of the lab sheets and physical measurements.