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**AGREEMENT**

**BETWEEN**

**THE CITY OF MAYFIELD HEIGHTS, OHIO**

**AND**

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 1500**

**SERB CASE No. 2014-MED-12-1665**

**Effective:**

**January 1, 2015  
through December 31, 2017**

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**ARTICLE 1**  
**AGREEMENT**

1.01 This Agreement is entered into between the City of Mayfield Heights, herein referred to as the "Employer" and Local 1500 of the International Association of Fire Fighters, AFL-CIO, herein referred to as the "Union or union members" for the purpose of achieving and maintaining harmonious relations between the Employer and the Union. All items hereinafter set forth are as a result of collective bargaining between the Employer and the Union, and have been negotiated to each of the party's mutual satisfaction.

**ARTICLE 2**  
**UNION RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive representative for the members of the Union. Whenever used in this Agreement, the term "Union or union members" shall be deemed to include those individuals employed by the Employer in the following positions:

- A. Captain
- B. Lieutenant
- C. Fire Fighters
- D. Fire Safety Inspector

2.02 Fire Chief, Assistant Chief, and all other positions not specifically established herein as being included in the Union shall be excluded from the Union.

2.3 If a new position is created within the department, the Employer shall determine whether the new position will be included in or excluded from the Union. If the Union disputes the Employer's determination of Union status, the parties shall meet in an attempt to resolve their disagreements. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

3.01 It is agreed that the Employer reserves all the customary rights, privileges, or authority of management, except as modified by the terms of this Agreement including, but not limited to, the following:

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

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or lay off, transfer, assign, schedule, promote, or retain union member;
- F. Determine the adequacy of the workforce;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the workforce; and
- I. Take action to carry out the mission of the public employer as a governmental unit.

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

#### **ARTICLE 4** **NON-DISCRIMINATION**

4.01 Neither the Employer nor the Union shall discriminate against any union member on the basis of age, sex, race, color, creed, disability, genetic information, military status, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

4.02 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission of the Ohio Civil Rights Commission, such matter may be appealable through the grievance procedure contained in this Agreement. The Employer, union member, and the representatives, however, shall meet in an effort to resolve the alleged violation.

4.03 All references to union members in this Agreement designate both sexes; and wherever the male gender is used, it shall be construed to include male and female union member.

4.04 The Employer and Union agree not to discriminate against any employee on the basis of membership, non-membership, or position in the Union.

#### **ARTICLE 5** **NO STRIKE/NO LOCKOUT**

5.01 The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any union member instigate or participate in, directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike,

picketing, or interference of any kind with any operations of the Employer. Furthermore, while on the Employer's premises, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

5.02 The Union and the Employer shall, at all times, cooperate in continuing operations in a normal manner and shall actively discourage any endeavor to prevent or terminate any violation of Section 5.01. In the event any violation of Section 5.01 occurs, the Union shall immediately notify all union members that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage, or other interference of any operations of the Employer is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all union members to return to work or to end such interference at once.

5.03 In addition to any other remedies available to the Employer, any union members, either individually or collectively, who violate Section 5.01 of this Article are subject to discipline by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein, including the necessity of just cause being required prior to the Employer applying discipline.

5.04 The Employer shall not lock out union members for the duration of this Agreement.

## **ARTICLE 6**

### **DUES DEDUCTION**

6.01 Dues Deduction. The Employer agrees to deduct from each payroll as follows: dues, fees, and assessments, in an amount certified to be current by the Secretary/Treasurer of the local Union, from the pay of those union members 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 local Union in the full amount deducted.

6.02 Fair Share Fees. The Employer agrees to require that each new employee in the Fire Department after sixty (60) days following the beginning of employment, who is not a member of the Union, as a condition of employment, pay the Union through payroll deduction a fair share fee as determined by the Secretary/Treasurer of the Union. The non-member's fee shall not exceed the initiation fees, dues, and/or assessments paid by union members. The Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

6.03. Religious Objections. Any individual employee who objects to joining or financially supporting the Union, based on a bona fide religious tenet or teachings of a church or religious body of which such employee is a member, and who has historically held such objection, and is tax exempt, will be required to inform the Employer and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to dues, initiation fees, and assessments to a non-religious charity. The employee shall furnish written proof to the Employer and to the Union that this has been done.

**ARTICLE 7**  
**UNION BUSINESS**

7.01 The Employer agrees to admit any non-employee Union representative(s) to the Employer's facilities. The Union representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein. The Fire Chief shall be advised within twenty-four (24) hours of the Union representative's(s)' arrival.

7.02 The Union shall submit, in writing, the names of Union members who act as stewards for the purpose of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified in writing within fourteen (14) days of the change of any officer(s) of the local Union.

7.03 The Union shall provide to the Employer an official roster of its officers and stewards, which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate supervisor; and
- E. Union held office.

No union member shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

7.04 The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during a union member's regular duty hours, the grieving member shall not suffer any loss of pay while attending the hearing.

7.05 The Union shall submit to the Fire Chief any and all requests to use property to conduct Union meetings. All requests must be in writing and be submitted fourteen (14) calendar days in advance of the scheduled meeting.

7.06 Union meetings may be permitted as long as the Union meeting is not disruptive to the operations of the Department, as determined by the Fire Chief. When determined that such meetings should cease, the Union official shall close the meeting immediately upon the request of the Fire Chief.

7.07 The Employer shall not interfere with or prevent a meeting of any of the members of the Union on City property.

**ARTICLE 8**  
**UNION LEAVE**

8.01 The President of the Union or the appropriate designee may be granted time off with pay from regularly-scheduled duty time only for the purpose of participating at the regular conferences, seminars, and special meetings sponsored by the Union or the International Association of Fire Fighters or their affiliates and any other conferences, seminars, or special meetings related to Union activities.

8.02 The President of the Union or designee should request, in writing, and receive approval from the Fire Chief for such time off fourteen (14) calendar days prior to any such conference. The Chief will approve the requested time off unless the request bears no relationship to legitimate Union activity.

8.03 Union leave shall not exceed a total of two (2) tours of duty per calendar year.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

9.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of union members in the Fire Department.

9.02 The term "grievance" shall mean an allegation by a union member that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

9.03 All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

9.04 Any union member may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the union member within the time limits provided shall be considered resolved based upon management's last answer.

9.05 Any grievance not answered by management within the stipulated time limits may be advanced by the union member to the next step in the grievance procedure. All time limits on grievances may be extended by mutual consent of the parties.

9.06 All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix A.

- A. grieved union member's name and signature;
- B. grieved union member's position;
- C. date grievance was filed in writing;

- D. date and time grievance occurred;
- E. location where grievance occurred;
- F. description of incident giving rise to the grievance;
- G. specific articles and sections of the Agreement which are implicated; and
- H. desired remedy to resolve the grievance.

9.07 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step One: Fire Chief

A union member or the Union having a grievance will reduce the complaint to writing and present it to the Chief of the Fire Department or his designee within ten (10) days after the incident giving rise to the grievance, or within ten (10) days after his first knowledge of the incident (not to exceed thirty (30) days from the date of the action or event). The Chief, or his designee, shall discuss the grievance with the union member and respond to the grievance in writing within ten (10) days after the discussion.

Step 2: Mayor

If a grievance is not satisfactorily settled at Step 1, the Union may appeal the grievance to the Mayor, within ten (10) days following the receipt of the Chief's answer at Step 1. The appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the Step 1 answer is in error. The Mayor shall schedule a meeting with the Union and the grievant within ten (10) days after receiving the appeal. The Mayor shall investigate and respond in writing to the Union within ten (10) days following the meeting.

Step 3: Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Mayor within thirty (30) calendar days following the date the grievance was answered in Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration of grievances will proceed under the following guidelines:

- A. There is hereby established a permanent panel of arbitrators, which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:
 

1. Jonathan Klein	5. Paul Gerhart
2. James Mancini	6. Nels Nelson
3. Linda DeLeone Klein	7. Alan Miles Ruben
4. Rob Stein	
  
- B. Within ten (10) days after submission of a request for arbitration, the parties will confer and choose an Arbitrator by the strike method. The first strike will be determined by coin toss. The arbitrator will be contacted by the appealing party. The parties will consult within ten (10) days thereafter and select a date for the arbitration. If any of the

arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

- C. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue submitted for arbitration and shall have no authority to determine any issues not so submitted, or to submit observation or declarations of opinion which are not directly essential to reaching a decision on the issue in question.
- D. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.
- E. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- F. The decision of the arbitrator shall be final and binding upon the Union, the union member, and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be split equally by the Union and the Employer. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

9.08 A grievance may be brought by any union member covered by this Agreement or by the Union. Where a group of union members desire to file a grievance involving an incident affecting several union members in the same manner, one (1) union member shall be elected by the group to process the grievance. Each union member who desires to be included in such grievance must sign the grievance.

9.09 Any grievance that originates from a level above Step 1 may be submitted directly to the step or level from which it originates. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.

9.10 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and nationally recognized Holidays.

9.11 In the event a step in the grievance procedure is permanently vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

## **ARTICLE 10** **CORRECTIVE ACTION**

10.01 No union member shall be suspended, removed, or reduced in pay or position or discipline in any manner except for just cause.

10.02 Discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the union member's record of discipline, and the union member's record of performance and conduct.

10.03 All members shall have the right to the presence and advice of a Union representative at all disciplinary interviews or interrogations. Employees will be informed of the nature of any investigation and their right to Union representation prior to any questioning.

10.04 Whenever the Employer and/or his designee determines that there may be cause for a Union member to be disciplined (reprimanded, suspended, reduced, or discharged), a predisciplinary conference will be scheduled to give the union member the opportunity to offer an explanation for the alleged conduct. The predisciplinary conference procedure shall be as follows:

- A. The union member shall be provided with a written notice advising him of the charges and the date, time, and location of the hearing. Such notice shall be given to the union member at least seventy-two (72) hours prior to the time of the hearing and shall inform the union member of the type of discipline (i.e., reprimand, suspension, reduction, or discharge) which may be rendered. The Union member shall be allowed representation, the cost of which shall be borne by the union member.
- B. The hearing shall be conducted by the Chief of the Fire Department.
- C. Within ten (10) calendar days after the hearing, the Chief shall provide the union member with a written statement affirming, reducing or dismissing the charges based on the relative strength of the evidence presented at the hearing. The Chief will determine the appropriate disciplinary measures which will be included on the statement.
- D. The affected union member(s) may have a representative of the Union present at any such predisciplinary conference.
- E. Predisciplinary conferences shall be held during the union member's scheduled duty time, whenever possible. The Union member shall not incur any loss of income due to attendance at the conference.

10.05 Prior to the scheduled time of the predisciplinary conference, the union member may waive his/her right to such a conference by signing the "Waiver of Predisciplinary Conference" form (Appendix B).

10.06 If the Union member believes that an error has been made, either in the decision of the neutral administrator or in the discipline imposed, the member may appeal pursuant to the following guidelines:

Step 1: Mayor

If the union member is dissatisfied with the result of the predisciplinary conference, or has waived such conference, and has received an order of suspension, dismissal or reduction in rank, the member may appeal such order to the Mayor within ten (10) calendar days of receipt of the decision. The appeal to the Mayor shall be in writing, shall include a copy of the predisciplinary conference determination, and shall specify the reason why the charged party believes the pre disciplinary conference decision is in error. The Mayor shall have ten (10) days in which to schedule a hearing with the charged union member and the appropriate representative. The Mayor shall investigate and respond to the grievant and the appropriate Union representative within ten (10) days following the meeting. The union member will have the opportunity to be represented and to present any evidence or testimony. The Mayor will have the authority to amend, modify, or dismiss the charges and/or disciplinary action.

Step 2: Arbitration

If the union member is dissatisfied with the Step 1 determination, the member or the representative may make a written request that the matter be submitted to arbitration. The written request must be accompanied by proof from the Union representative that the Union has reviewed the Step 1 decision and that the appeal to Step 2 is being taken in good faith. A request for arbitration must be submitted to the office of the Mayor within ten (10) calendar days following the date of receipt of the Mayor's ruling. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Mayor's determination. The arbitration procedures are as follows:

A. There is hereby established a permanent panel of arbitrators, which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:

- |                        |                     |
|------------------------|---------------------|
| 1. Jonathan Klein      | 5. Paul Gerhart     |
| 2. James Mancini       | 6. Nels Nelson      |
| 3. Linda DeLeone Klein | 7. Alan Miles Ruben |
| 4. Rob Stein           |                     |

B. Within ten (10) days after submission of a request for arbitration, the parties will confer and choose an Arbitrator by the strike method. The first strike will be determined by coin toss. The arbitrator will be contacted by the appealing party. The parties will consult within ten (10) days thereafter and select a date for the arbitration. If any of the arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.

- C. The arbitrator shall hold the arbitration promptly and issue a decision within thirty (30) days. The arbitrator shall limit the decision strictly to the charges in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement or any other duly-enacted ordinance, rule, regulation, or lawful order of the Chief of the Fire Department, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, or to submit observation or declarations which are not directly essential in reaching a decision on the disciplinary action in question. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of the discipline imposed.
- D. The question of arbitrability of a disciplinary matter may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the disciplinary matter is within the purview of arbitrability, the alleged matter will be heard on its merits before the same arbitrator.
- E. The decision of the arbitrator shall be final and binding upon the union member and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the union member. All costs directly related to the services of the arbitrator shall be equally divided. Expenses of the witnesses, if any, shall be borne by the party calling the witness. The fees of the court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

10.07 For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and Holidays as defined herein.

10.08 In the event a step in the disciplinary procedure is vacant, appeals presented to the vacant step will proceed to the next step, without any loss of time.

10.09 The parties agree that all disciplinary procedures shall be carried out in a private and business-like manner.

10.10 Records of disciplinary action shall cease to have focus and effect or be considered in future discipline matters under the following time frames:

written reprimands	12 months
suspensions of less than three (3) days	24 months
suspensions of three (3) days or more	36 months

10.11 Written reprimands shall be removed after the conclusion of the 12-month period only if there are no other records of disciplinary action of any kind within that time period. Records of disciplinary action involving suspensions shall be removed at the conclusion of the appropriate time period provided that no other suspension has occurred within that time period. A record of

suspension shall not remain for future consideration past its limitations period because of the inclusion of a subsequent written reprimand.

10.12 It is the goal and policy of both the Employer and the Union to recognize and respect the constitutional rights of all persons. In that regard, any disciplinary action taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the United States shall be permanently subject to consideration in future disciplinary actions involving violations of any person's rights guaranteed by the Constitution or laws of the United States. However, if the union member is subsequently exonerated by a court of law in a criminal or civil action regarding an alleged violation of a person's constitutional rights, such record of disciplinary action shall be removed from future consideration forthwith and the file thereafter will indicate that the union member has been exonerated.

## **ARTICLE 11** **PERSONNEL FILES**

11.01 It is recognized by the parties that the Employer is required to establish regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or its union members. All union members shall have access to their own individual personnel file for the purpose of reviewing any documents contained in the personnel file. In addition, a department member may inspect the file in response to a pending grievance or official matter.

11.02 Union members shall have access to their individual personnel files for review in the following manner:

- A. Requests for review must be made in writing to the Employer or his designated representative.
- B. All reviews shall be conducted during normal business hours.

11.03 Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Mayfield Heights Fire Department, except with the written consent of the union member affected.

11.04 If, during the course of the review of a union member's files, he comes across material which the union member feels is of a negative or derogatory nature, the union member may provide a written and signed comment in rebuttal, mitigation, or explanation of said material. Such rebuttal will be placed in the file and remain in the file as long as the negative material remains.

11.05 The Employer agrees to notify an employee any time a public records request has been made for an employee's personnel file. Notification will be made as soon as practicable following the request being made.

**ARTICLE 12**  
**SENIORITY**

12.01 Seniority shall be computed on the basis of uninterrupted length of continuous full-time service with the Fire Department of Mayfield Heights. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the union member is reinstated, the member loses all previously-accumulated seniority.

12.02 An approved leave of absence does not constitute a break in continuous service, provided the union member follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

12.03 In all matters wherein the Employer shall give consideration and evaluate two (2) or more union members on a comparative basis, such as, but not limited to, job vacancies, vacation selection, and holiday leave as described in this agreement, said selection shall be awarded on the basis of seniority.

12.04 Union members sworn on the same date shall be ranked in seniority based on their standings on the entrance examination as certified by the Civil Service Commission of Mayfield Heights.

12.05 Union members laid off shall retain their seniority subject to Article 15.

**ARTICLE 13**  
**PROBATIONARY PERIOD**

13.01 All full-time employees hired in the Fire Department after May 1, 2003, shall be required to successfully complete a probationary period of eighteen (18) months prior to their permanent appointment. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. The duration of the probationary period has no effect on the increase in wages from Class C to Class B set forth in Article 21.

13.02 Probationary employees may be removed during their initial probationary period. Removal during the probationary period is not appealable through either the grievance procedure or the corrective action provisions contained herein.

**ARTICLE 14**  
**PROMOTIONS**

14.01 All promotions in the Fire Department shall be made by competitive examination which shall be impartial and shall be handled in the manner provided for by the Civil Service Commission through its rules and regulations as provided in the City Charter. The Union will be notified of any proposed changes in the Civil Service Rules affecting promotions.

14.02 Any union member who is promoted pursuant to this section will serve a one (1) year probationary period during which the promoted union member may be returned to his former

position. Removal during the probationary period is not appealable through either the grievance procedure or the corrective action provisions contained herein.

**ARTICLE 15**  
**PERSONNEL REDUCTION**

15.01 When the Employer determines a layoff is necessary, the Employer shall notify the affected union members, in writing, at least fourteen (14) calendar days in advance of the effective date of layoff.

15.02 The Employer, upon a written request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on the Union.

15.03 When the Employer determines that layoffs will occur, union members will be laid off in accordance with their seniority as defined in Article 12 Seniority.

15.04 Union members who are laid off shall be placed on a recall list. Members will be recalled in the reverse order of their layoff, provided they are still qualified to perform the work for which they are recalled.

15.05 Notice of recall shall be sent to the union member by registered mail, return receipt requested. A copy will also be sent to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail to the last mailing address provided by the member.

15.06 The recalled union member shall have five (5) calendar days, following the date of the receipt of the recall notice, to notify the Employer of the member's intention to return to work. The member shall have ten (10) calendar days following the receipt of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

**ARTICLE 16**  
**WORK RULES**

16.01 The Union recognizes that the Employer has the right to promulgate work rules, regulations, policies, and procedures.

16.02 The Employer will attempt to give at least seventy-two (72) hours advance written notice of the implementation of any new or revised work rule, regulation, policy, or procedure which affects members of the Union. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the President of the Union.

**ARTICLE 17**  
**LABOR/MANAGEMENT COMMITTEE**

17.01 In the interest of sound labor/management relations, either the Employer or the Union President may request a meeting to discuss issues of mutual Labor/Management interest. The request must be in writing. The meetings may be attended by the Mayor, Fire Chief and/or

Finance Director and no more than three (3) Union representatives. Unless agreed otherwise, there shall be no more than four (4) meetings per year.

17.02 The party requesting a meeting shall furnish an agenda to the other party at least five (5) calendar days in advance of scheduled meeting. The agenda, if provided by the Union, shall include the names of the Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Fire Chief which affect the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improvement of efficiency; and
- F. To consider and discuss health and safety matters relating to union members.

17.03 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

## **ARTICLE 18** **HOURS OF WORK**

18.01 The work cycle for all union members shall be ten (10) days. Members working the ten (10) day cycle shall work an average of seventy-two (72) hours per work period. The normal work week shall be an average of fifty and four-tenths (50.4) hours per week. This will be accomplished using the three (3) platoon, 24-hour-on/48-hour-off schedule.

Effective January 1, 2016, the work cycle for all union members shall be twenty-four (24) days. Members working the twenty-four (24) day cycle shall work an average of one hundred seventy (170) hours per work period. The normal work week shall be an average of forty-nine and two-tenths (49.2) hours per week. This will be accomplished using the three (3) platoon, 24-hour-on/48-hour-off schedule.

18.02 The twenty-four (24) hour shift shall commence at 0800 each day and continue until 0800 the following day.

18.03 Union members have the right to exchange shifts with the approval of the Fire Chief.

## **ARTICLE 19** **OVERTIME**

19.01 Union members who work in excess of the prescribed normal work period of seventy-two (72) hours in the ten (10) day cycle shall be paid at the rate of one and one-half (1 1/2) times the member's regular hourly rate based on their normal work period of ten (10) days. The hourly rate for overtime shall be calculated for overtime purposes on the basis of fifty and four-tenths (50.4) hours per week. At the option of the member, overtime will be compensated in cash or with compensatory time off at the rate of one and one-half (1 1/2) hours for every hour of overtime worked pursuant to the guidelines set forth in Article 20.

Effective January 1, 2016, union members who work in excess of the prescribed normal work period of one hundred seventy (170) hours in the twenty-four (24) day cycle shall be paid at the rate of one and one-half (1 1/2) times the member's regular hourly rate based on their normal work period of twenty-four (24) days. The hourly rate for overtime shall be calculated for overtime purposes on the basis of forty-nine and two-tenths (49.2) hours per week. At the option of the member, overtime will be compensated in cash or with compensatory time off at the rate of one and one-half (1 1/2) hours for every hour of overtime worked pursuant to the guidelines set forth in Article 20.

19.02 Time paid but not worked will not count as actual time worked for overtime purposes with the exception of holidays, vacations, and compensatory time.

## **ARTICLE 20** **COMPENSATORY TIME**

20.01 Union members may elect to take compensatory time off in lieu of cash payment for overtime when a member works in excess of the standard hours of work as set forth in Section 19, Overtime.

20.02 Union members earning overtime may bank their time in a compensatory time bank at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.

20.03 The maximum hours a Union member may bank in their compensatory time bank shall be the equivalent of one hundred forty-four (144) hours of straight time. All overtime work in excess of one hundred forty-four (144) hours of straight time hours must be paid in cash. In December of each year, all compensatory time in excess of forty-eight (48) hours will be paid in cash.

20.04 A Union member must obtain authorization from the Fire Chief, or his designee, prior to the use of any compensatory time off. When a request for compensatory time is received by the Department, the Chief or his designee will review the schedule and if there is a sufficient number of employees scheduled to work on that date without requiring overtime, the request will be granted. All requests for compensatory time or floating holidays will be permitted on a first come, first served basis until minimum staffing requirements are met. The member will be notified within two (2) business days after the request is made.

20.05 Each member with sufficient compensatory time may use up to twenty-four (24) hours of their banked time in each year, even if overtime is necessary. Only one (1) member per day can use compensatory time if overtime for a replacement is implicated. Use of compensatory time under this section will be permitted on a first come, first serve basis. This option cannot be exercised on Christmas Day, Thanksgiving or Labor Day.

20.06 By January 30 of each year, each member will be permitted to choose a method of payment for overtime. The member may choose between the three (3) following options:

- A. Have all overtime banked as compensatory time to one hundred forty-four (144) straight time hours.

- B. Have all overtime paid in cash.
- C. Bank overtime as compensatory time up to forty-eight (48) hours straight time and be paid in cash for overtime earned in excess of forty-eight (48) hours straight time.

20.07 If the employee chooses option "C" in Section 20.06, and after reaching forty-eight (48) hours, uses compensatory time as time off, that amount will be deducted from the compensatory time bank and replenished up to forty-eight (48) hours when additional overtime is earned.

20.08 The election provided in Section 20.06 may be changed once during the calendar year.

**ARTICLE 21**  
**WAGES**

21.01 In order to maintain the same wage differential as 2011, the base pay of each category of Fire Fighter wages will be increased by the same dollar amount as the annual three percent (3%) increase given to the corresponding category of Patrolmen. Effective January 1 of each year of the contract, Union members shall be paid the following wages:

	<u>8-16-2015</u>	<u>1-1-2016</u>	<u>1-1-2017</u>
Class A	\$78,657	\$81,090	\$83,598
Class B	\$67,823	\$69,928	\$72,096
Class C	\$57,673	\$59,470	\$61,320

21.02 The Fire Safety Inspector's wages will be equal to the midway point of a Class A and a Class B Fire Fighter. Fire Safety Inspector's wages will be as follows:

8-16-2015	\$73,240
1-1-2016	\$75,509
1-1-2017	\$77,847

21.03 The rank differential will be twelve (12%) percent for the first two (2) years in the promoted rank and thirteen (13%) percent thereafter. The base shall be that a Fire Fighter Class A holding the position of Senior Fire Fighter. Officers' wages will be as follows:

<u>Rank</u>	<u>8-16-2015</u>	<u>1-1-2016</u>	<u>1-1-2017</u>
Lieutenant at 12%	\$88,216	\$90,941	\$93,749
Lieutenant at 13%	\$89,012	\$91,762	\$94,595
Captain at 12%	\$99,694	\$102,774	\$105,946
Captain at 13%	\$100,584	\$103,691	\$106,892

21.04 Effective the pay period of August 16, 2015, each bargaining unit member will receive a lump sum payment in consideration of retroactivity of wage increases for 2015, as follows:

Fire Fighter	\$1,548
Lieutenant	\$1,812
Captain	\$2,041

**ARTICLE 22**  
**SENIOR FIREFIGHTER STATUS**

22.01 A Class A Firefighter, upon completing ten (10) years of full-time employment with the Fire Department, may apply to become a Senior Firefighter, provided he has no suspensions in his record for the prior twelve (12) months. The Senior Firefighter position is not a position of rank, is not a promotion, and carries no authority over any other firefighter. The Senior Firefighter position is an honorary position in recognition of years of service and adherence to the standards of the Fire Department. A decision on the application will be made within thirty (30) days after the application is received on the basis of the criteria as determined by the Employer.

22.02 Each Senior Firefighter will receive an additional one thousand dollars (\$1,000.00) per year for each calendar year as compensation as long as he maintains the designation of Senior Firefighter. Any union member who makes application and is assigned to the position of Senior Firefighter during any calendar year, defined as January 1 to December 31, will be paid pro rata for the initial year.

22.03 On January 1 of each year following an assignment, each union member declared to be a Senior Firefighter will be reevaluated to ensure that each is maintaining a good performance standard. The supervising Captain will submit a performance appraisal to the Chief of Fire evaluating performance of the firefighter on the basis of the criteria as determined by the Employer.

22.04 If, upon review of the performance appraisal, the Chief of Fire Department determines that a firefighter has not performed to Senior Firefighter standards during the preceding year, the Chief will inform the firefighter that he is removed from Senior Firefighter status. The Chief will also provide the firefighter a written statement outlining any deficiency upon which the Chief's decision was based.

22.05 Any union member deprived of or refused Senior Firefighter status will have fourteen (14) days after receipt of notification to appeal the Chief's decision. The appeal will be heard by a panel comprised of the Fire Chief, a firefighter designated by the Union, and an officer chosen by the strike method from the duly appointed lieutenants, and captains with the appealing party striking first. The panel selections are to take place within seven (7) days after receipt of the notice of appeal. The panel will hear the appeal within thirty (30) days after its composition is determined. The decision of the panel will be rendered within three (3) days after the hearing, and the decision is final and binding on all parties.

22.06 Any union member found not qualified to be Senior Firefighter will be permitted to reapply. The application must be submitted by December 15 following the loss of Senior

Firefighter status. The Captain will submit performance appraisals to the Chief outlining the applicant's performance during the previous year. The Chief will determine, on the basis of those reports, whether the applicant qualifies for Senior Firefighter status. The Chief's decision on reapplication is final.

22.07 If a union member who has been awarded Senior Firefighter status is suspended in any calendar year and the suspension is not appealed or is upheld by an arbitrator, the member is ineligible to be Senior Firefighter in the following calendar year. The Chief of Fire will notify the union member of the loss of Senior Firefighter status prior to January 15 of the year following the suspension. There is no appeal from such notice. Any firefighter deprived of Senior Firefighter status because of suspension may reapply for the position of Senior Firefighter by filing an application with the pertinent shift Captain by December 15 of the year following the loss of Senior Firefighter status and being reevaluated pursuant to the criterion set forth in the Mayfield Heights Fire Department Manual.

**ARTICLE 23**  
**LONGEVITY**

23.01 Effective on January 1 of each of the contract years, all union members shall receive longevity pay as a result of continuous full-time employment with the City of Mayfield Heights, from the members' date of hire. The longevity schedule is as follows:

After 5 years	\$540
After 10 years	\$660
After 15 years	\$900
After 20 years	\$1,080
After 25 years	\$1,200

23.02 Longevity premium shall be payable together with, and in addition to, the regular salary payments.

23.03 All union members meeting the requirements of Section 23.01 above shall be entitled to receive the additional amount on a per hour basis beginning the next pay period following the union member's anniversary date.

**ARTICLE 24**  
**PARAMEDIC PREMIUM**

24.01 Union members shall be paid a yearly premium of one thousand seven hundred fifty dollars (\$1,750) if the member:

- A. Is a certified paramedic; and
- B. Maintains the certification as required by law.

24.02 All costs to maintain a union member's certification shall be borne by the Employer. Proof of continued certification shall be provided to the Fire Chief on an annual basis by the union member.

24.03 The failure to maintain paramedic certification or a voluntary request to be removed from paramedic status shall result in the loss of the paramedic premium for those members that are not required to maintain paramedic certification as a condition of employment.

**ARTICLE 25**  
**UNIFORM ALLOWANCE**

25.01 Each union member shall be entitled to a uniform allowance in each year of the Contract in the amount of nine hundred seventy-five dollars (\$975.00). This allowance will be paid to the union member in two (2) equal cash payments, one-half (1/2) in June of each year and one-half (1/2) in December of each year.

25.02 All newly-hired members of the Fire Department shall be entitled to receive their entire uniform allowance upon reporting for duty.

**ARTICLE 26**  
**SICK LEAVE**

26.01 Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including vacation, holidays, and sick leave, but not during a leave of absence or layoff, to a limit of one hundred fifty-six (156) hours per year and a total limit of two thousand five hundred (2,500) total hours. Upon reaching the accumulation cap, the employee shall be permitted to accumulate additional sick leave beyond the cap during the year, with such time then being purchased by the City under 26.02, and any remaining time liquidated down to the cap at the rate of thirty-three percent (33%).

26.02 Non-Use Incentive Payment. Each union member shall receive, at the end of each calendar year, at the regular hourly rate of pay, a total payment not to exceed forty-eight (48) hours, provided that no sick leave has been used during that calendar year. For each hour of sick leave that is used, the forty-eight (48) hours of pay will be reduced accordingly. If forty-eight (48) hours or more of sick leave is used in the calendar year, there will be no payment. In addition, the amount of the unused sick leave, not exceeding forty-eight (48) hours for which the foregoing payment is made shall not be deducted from the union member's unused, accumulated sick time. Effective January 1, 2017, the amount of the unused sick leave, not exceeding forty-eight (48) hours for which the foregoing payment is made, shall be deducted from the union member's unused, accumulated sick time. Union members with less than two thousand five hundred (2,500) total hours of unused, accumulated sick time may opt to not have the incentive hours deducted from their accumulated sick time.

For purposes of this section only, an incentive year shall be defined as December 1 through November 30. Union members shall receive their incentive payment no later than sixty (60) days following the calendar year.

26.03 Sick Leave Transfer. An employee who transfers from one department to another department of the Employer shall be allowed to transfer his/her accumulated sick leave to the new department. Up to one hundred twenty (120) hours earned with another public employer may be transferable to the City of Mayfield Heights from another public entity; however, such time shall not be eligible for any cash out or conversion.

26.04 Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the union member may be granted a disability leave or may take unused vacation or comp time in accordance with the appropriate section of this Agreement, or may take leave pursuant to the Family Medical Leave Act.

26.05 Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. A union member shall be charged for sick leave only for days upon which he is scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work period earnings.

26.06 Uses of Sick Leave. Sick leave shall be granted to a union member upon approval of the Employer for the following reasons:

- A. Illness or injury to the union member;
- B. Illness or injury of one (1) of the member's immediate family where it is necessary for the member to be absent from work;
- C. Medical, dental, or optical examination or treatment of the member which cannot be scheduled during non-work hours;
- D. If a person in the member's immediate family or permanent resident residing with the Union member is infected with contagious disease, and when through exposure to a contagious disease, the presence of the member at the Fire Department would jeopardize the health of others.

26.07 For the purpose of this Article, immediate family is defined to include the following:

- A. Spouse
- B. Child
- C. Parent

Additionally, the Chief, in his sole discretion, may approve a member's request for the use of sick leave for other family members who do not fall within the above definition of immediate family. Such decisions are discretionary and shall not be subject to the grievance or arbitration procedures.

26.08 Evidence Required for Sick Leave Usage: When an employee calls in to report the use of sick leave, the employee may be required to identify the reason for the use of sick leave: illness, injury, medical appointment. In addition, the Employer may require a union member to furnish a written statement verifying the nature of the illness to justify the use of sick leave. Falsification shall be grounds for disciplinary action through Article 10, "Corrective Action."

26.09 Notification by Employee. When a union member is unable to work, the immediate supervisor or other designated person shall be notified no later than one (1) hour before the time scheduled to report to work on each day of absence, unless emergency conditions make it impossible, or the member has made other reporting arrangements with the immediate supervisor.

26.10 Abuse of Sick Leave. Union members intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

26.11 Whenever the Employer reasonably suspects abuse of sick leave, it may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer before payment is approved.

26.12 Upon retirement, death, resignation or disability, each full-time union member shall be entitled to receive payment of one-half (1/2) of first 1,000 hours and one-third (1/3) of all accumulated unused sick leave over 1,000 hours, provided that the member has been employed on a full-time basis for a minimum of ten (10) years. Payment will be made at the current rate of pay.

26.13 In January of each year, any union member who has at least 1,000 hours of accumulated unused sick leave may convert any time over 1,000 hours into cash. The conversion rate will be one (1) hour of the rate at time of conversion for every three (3) hours of accumulated unused time. The maximum per year cannot exceed three hundred (300) hours paid for nine hundred (900) hours of accumulated time until twenty-five hundred (2,500) hours has been paid out City-wide, not including conversion for retirement. When the twenty-five hundred (2,500) hour threshold is reached, the maximum payout will be reduced to one hundred (100) hours cash for three hundred (300) hours accumulated sick leave for the remainder of the year. Payment will be made no later than ninety (90) days after the request is submitted.

26.14 Documentation. A member absent for more than two (2) consecutive tours must provide a physician's report upon return to work in order to be eligible for sick leave payment if requested by the Fire Chief.

26.15 The Fire Chief may require an employee who has been absent due to personal injury or illness, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return will not jeopardize the health and safety of other employees.

## **ARTICLE 27**

### **BEREAVEMENT LEAVE**

27.01 All union members shall be entitled to a maximum of two (2) consecutive twenty-four (24) hour shifts of paid bereavement leave in the event of death in a member's immediate family member. Leave under this section must be taken within seven (7) days of the immediate family member's death or at a later date with approval of the Mayor or Fire Chief. For purposes of this

section, immediate family shall be defined as a member's spouse, child, daughter-in-law, son-in-law, parent, brother, sister, grandparent, mother or father-in-law, step-parent, or step-children.

27.02 All union members may be entitled to a maximum of one (1) twenty-four (24) hour shift of paid bereavement leave, in the event of the death of a member's brother-in-law, sister-in-law, step-brother, or step-sister. The leave must be taken within seven (7) days of the relation's death or at a later time with approval of the Mayor or Fire Chief:

27.03 A union member shall not be entitled to more than one (1) twenty-four (24) hour shift of paid bereavement leave under the provisions of Section 28.2, unless attendance at such services requires travel of more than five hundred (500) miles round trip from the member's home.

27.04 Bereavement leave shall only be payable for deaths that occur during a union member's regularly scheduled work week. Bereavement leave shall not be granted if the member is off on vacation or holiday.

## **ARTICLE 28** **HOLIDAYS**

28.01 Each member is entitled to seven (7) twenty-four (24) hour tours as holidays to be taken as prescribed in the pertinent Fire Department General Order effective on the signing of this contract. First year employees shall receive holidays on a pro-rated basis.

28.02 Each member who actually performs service on Labor Day, Christmas Day or Thanksgiving Day, will be paid time and one-half for all hours worked. Christmas Day and Thanksgiving Day will be considered to begin at 8:00 a.m. on December 25th and on the day Thanksgiving is nationally recognized until the following 8:00 am.

28.03 Each member will be permitted to reserve up to three (3) of the twenty-four (24) hour holidays from the scheduling requirements set forth in Section 29.01 to be taken during the calendar year as floating holidays.

28.04 After the first day of each calendar year, a member may request the use of any floating holiday that has been reserved to be taken on any date during that calendar year.

28.05 When a request for the use of a floating holiday is received by the Department, the Chief or his designee will review the schedule and if there is a sufficient number of employees scheduled to work on that date without requiring overtime, the request will be granted and the member will be notified within two (2) business days after the request is made.

28.06 All requests for floating holidays or use of compensatory time will be permitted on a first come, first serve basis until minimum staffing requirements are met except as set forth at Section 20.05.

28.07 When the request for a floating holiday is authorized, the decision to grant the floating holiday cannot be rescinded except in emergency situations or with the consent of the member.

28.08 Union members will make every effort to use their floating holidays during the calendar year. Any floating holidays that are not used by the end of the calendar year will be paid in cash.

**ARTICLE 29**  
**VACATIONS**

29.01 Union members working a 50.4 and then a 49.2 hour work week are entitled to vacations as follows:

- A. After completion of one (1) year of continuous full-time employment  
5 shifts off
- B. After completion of six (6) years of continuous full-time employment  
7 shifts off
- C. After completion of thirteen (13) years of continuous full-time employment  
10 shifts off
- D. After completion of nineteen (19) years of continuous full-time employment  
12 shifts off
- E. After completion of twenty-five (25) years of continuous full-time employment  
13 shifts off

29.02 Vacation will be taken as prescribed in the pertinent Fire Department General Order effective on the signing of this contract.

29.03 All vacation time must be taken within the calendar year or it will be forfeited, unless written permission is granted by the Chief to carry over unused vacation, and only for extenuating circumstances.

29.04 Each member is required to take at least three (3) shifts of vacation time. Members who are entitled to seven (7) shifts of vacation time or less may waive up to two (2) shifts of vacation, convert them to cash, and work as scheduled. Members entitled to ten (10) shifts may convert four (4) to cash, and members entitled to more than ten (10) shifts of vacation may convert five (5) shifts to cash and work as scheduled. Effective January 1, 2012, members may waive up to seventy-two (72) hours of vacation, convert them to cash, and work as scheduled. Effective January 2, 2013, members may waive up to forty-eight (48) hours of vacation, convert them to cash, and work as scheduled.

29.05 No member can buy back vacation time as described in Section 30.04, unless the member notifies the Fire Chief seven (7) days in advance that he will buy his vacation day and will be available to work. The Fire Chief may approve a member's purchase of a vacation day with less than seven (7) days advance notice.

**ARTICLE 30**  
**LEAVE OF ABSENCE**

30.01 The Employer may grant a leave of absence without pay to a union member in accordance with the rules set forth in this Article.

- A. Union members who have served at least two (2) years as a full-time member may be granted a personal leave of absence without pay for a period not to exceed thirty (30) consecutive days in any one (1) year.
- B. Union members who have four (4) or more years of continuous service may be granted a leave of absence without pay for a period not to exceed six (6) months, provided that said leave is for one of the following reasons:
  - 1. The union member is physically or mentally incapacitated, in which case a registered physician/psychiatrist or psychologist shall furnish the Employer with a statement confirming that fact; or
  - 2. The union member requests a leave for educational purposes considered to be in the best interest of the Employer.
  - 3. No approved leaves of absences without pay may be applied to extend any paid leave such as vacation leave or holiday leave.

30.02 Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer, or his designated representative, shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested and authorized on a form designated by the Employer. All requests for leaves of absence without pay must be applied for sixty (60) days prior to the commencement of the desired leave.

30.03 Reinstatement from Leave. After authorized leave has expired, the member will be returned under the following conditions:

- A. The union member is to be returned to the position formerly occupied, or to a similar position, if the member's former position no longer exists. Any replacement in the position while the member is on leave is to be on a temporary basis. If a member fails to return to work at the expiration of any authorized leave of absence without pay, the member shall automatically be considered to have resigned.
- B. A union member may be returned to work before the scheduled expiration of leave if the member submits such requests in writing and such request is agreed to by the Employer.
- C. An approved authorized leave of absence without pay does not constitute a break in continuous service, provided the union member follows the proper procedure for such leaves and returns to active service immediately following the expiration of the approved leave.

30.04 Unauthorized Leave of Absence. Any union member who commences a personal leave of absence without obtaining prior authorized approval, as stated in this Article, shall be subject to disciplinary action.

30.05 Sick Leave and Vacation Credits. A union member on leave of absence without pay does not earn sick leave or vacation credits. However, the time spent on authorized leave of absence is to be counted in determining the length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

30.06 Abuse of Leave. If it is determined that a union member is abusing the leave of absence and not actually using it for the purpose specified, the Employer may cancel the leave and require the member to report for work, or the member shall be subject to disciplinary action.

30.07 Failure to Return from Leave of Absence. A union member who fails to return to duty within three (3) days of the completion of a leave of absence, without reporting to the Chief of the Fire Department or his designee, shall be considered to have resigned.

### **ARTICLE 31** **SPECIAL ON-THE-JOB INJURY LEAVE**

31.01 When a union member is physically unfit for duty because of injury or illness incurred in the course of, and as a direct result of, lawful bona fide emergency fire-fighting work, as determined solely by the City, the member may be granted a special leave of absence with pay. In order to be eligible for special on-the-job injury leave as provided in this Article, the member must present evidence of the extent of the injury by providing a statement signed by the member's treating physician within fourteen (14) days of the injury.

A member will be deemed to have incurred an injury in the course of bona fide emergency fire-fighting work if it occurs between the time the member responds to a fire alarm or EMS call and the time the member reports or is reported back "in service."

31.02 In order to receive payment under this Article, the employee must report the injury within twenty-four (24) hours of the incident which caused the injury, and the leave must begin within fourteen (14) days. The first three (3) shifts of on-the-job injury leave shall be charged as sick time. After a member has been off duty for a period of fourteen (14) consecutive days due to an on-the-job injury, as defined herein, and has submitted appropriate medical documentation, the initial three (3) shifts of sick leave shall be converted to on-the-job injury leave.

31.03 Special on-the-job injury leave shall terminate no later than ninety (90) consecutive calendar days after the injury date, or at such earlier time as provided below:

- A. When the employee is released by the treating physician to return to work.
- B. At such time that the employee is declared capable of performing normal duties by a physician appointed by the Employer.

- C. If it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall report for duty as directed by the Chief under the conditions set forth in the physician's certificate.
- D. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties.

31.04 Any employee applying for an on-the-job injury leave for a period of eight (8) or more consecutive calendar days shall, at the option of the employer, file a claim with the Ohio Bureau of Worker's Compensation (OBWC) for lost wages. The employee shall remit to the Employer all income benefits paid by OBWC for income lost during the period which the employee received full pay from the Employer while on leave as provided in this Article. In the event the claim is denied by OBWC, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the leave. It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and paid on-the-job injury leave is not in addition to OBWC benefits.

31.05 Members who take sick leave because of, and in conjunction with, on-the-job injury leave, as required by Section 31.02, will not be considered to have used sick leave for purpose of the incentive provided in Article 26.

#### **ARTICLE 32** **JURY DUTY**

32.01 Any union member serving Jury Duty other than voluntary jury duty shall continue to receive his regular rate of pay during the period of service.

#### **ARTICLE 33** **MECHANICS PREMIUM**

33.01 The Employer shall assign one (1) union member to be the Departmental Mechanic. The individual classified as the Departmental Mechanic shall be paid, in addition to all of the wages and benefits to which the member is entitled under the terms of this agreement, the sum of one thousand dollars (\$1,000.00) per year to be paid in equal bi-weekly installments along with his regular pay.

#### **ARTICLE 34** **EMERGENCY CALL OUT PAY**

34.01 For emergency or special call out duty, a union member shall be guaranteed three (3) hours pay, at the rate of one and one-half (1 1/2) times the normal rate of pay.

34.02 Emergency call out time guarantee shall not apply where the union member remains on duty past the member's regular shift, or when the member is called for additional hours immediately prior to the start of the regular shift or when called in for replacement purposes.

**ARTICLE 35**  
**HOSPITALIZATION**

35.01 All full-time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. Such group plan may be provided through a self-insured plan or an outside provider, or a combination thereof. The City shall offer a base plan and may offer alternate plans. Cost containment measures may be adopted by the City pursuant to the provisions of Section 35.05 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

The parties recognize that employee affordability under the Patient Protection and Affordable Care Act (ACA) will be measured based upon the cost of the lowest level single plan offered.

35.02 New members shall be covered at the next monthly enrollment date.

35.03 Commencing January 1, 2014, the employee's contribution to health insurance will be ten (10%) percent of the City's costs. Commencing January 1, 2016, the base health insurance contributions are established at the following amounts:

<u>2016 Base Contribution</u>				
<u>Monthly Base</u>	<u>Employer Contribution</u>	<u>Monthly Base</u>	<u>Employee Contribution</u>	<u>Total Base Contribution</u>
January 1, 2016		January 1, 2016		January 1, 2016
Single	\$642.59	Single	\$71.40	\$713.99
Family	\$1,735.09	Family	\$192.79	\$1,927.88

Commencing in 2016, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid sixty percent (60%) by the Employer and forty percent (40%) by the participating employee. In the event that costs for coverage are reduced below the total base contribution amount, such savings shall be apportioned on a 40% basis to the Employer's share and a 60% basis to the employee's share of the base contribution up to the total base employee contribution amount.

35.04. HSA/HRA Structure. In addition to the base funding amount provided for above, the City agrees to establish an HRA and HSA funding structure. Employees may elect to participate in either option. Effective with the 2016 plan year, the HRA plan will contain a maximum HRA City funding level of \$2,600 for single and \$5,200 for family. Effective with the 2016 plan year, the HSA option will have a maximum City funding level of \$2,340 for single and \$4,680 for family. Funding for the HSA or HRA shall be allocated in the manner established by the City up to the maximum provided under this section. The City will not withdraw funding under this section so as to provide less than the established funding level in this section.

35.05. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish ground rules and the parties recognize that no ground rule can supersede or conflict with the provisions herein.

The committee shall consist of one (1) representative from the recognized bargaining units, (1) non-bargaining employee, and up to four (4) administrators/department heads selected by the Mayor/designee. One of the administrators shall be the Compliance Standards Officer, whether a plan participant or not. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

The Mayor/designee, plus one staff representative from each certified Union, may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 35.03; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation (A, B, or C above) for the following plan year, Option C shall apply and will be implemented.

## **ARTICLE 36** **LIFE INSURANCE**

36.01 The City will provide each member with term life insurance in the amount of thirty thousand dollars (\$30,000.00) which will be effective from the date of hire through separation.

**ARTICLE 37**  
**PROFESSIONAL LIABILITY INSURANCE**

37.01 The Employer will provide the following minimum insurance coverage for all union members at the Employer's expense:

\$1,000,000 for Firemen's Errors and Omissions Insurance  
\$1,000,000 for Emergency Care and Malpractice Insurance

**ARTICLE 38**  
**BULLETIN BOARD SPACE**

38.01 The Employer agrees to provide exclusive bulletin board space in the Fire Department for use by the Union.

38.02 All Union notices of any kind posted on the bulletin board shall bear the written approval of an officer or official designee of the Union.

38.03 The Union agrees that there shall be no notices or other writings posted which contain anything dealing with partisan politics, controversial matters, or criticism of the City or any union member.

38.04 Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

**ARTICLE 40**  
**EDUCATIONAL BENEFIT**

40.01 Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- A. The courses are based on obtaining a degree approved by the Chief and directly related to bona fide fire-fighting work;
- B. The taking of the course(s) has been approved in advance by the Chief with the approval of the Mayor;
- C. The employee obtains a grade of "C" or better;
- D. The grade received and receipt for the tuition are submitted to the Finance Director; and
- E. The amount of tuition to be paid by the City shall be limited to the amount of the then current per-credit hour cost charged by Cleveland State University with a per-quarter or semester maximum of eight (8) credit hours.

40.02 If an employee receives tuition reimbursement from the City and within two (2) years thereafter leaves his/her employment with the City for a position in the Fire Service with a different employer, the employee may be obligated to repay the City for the tuition

reimbursement received under this Article.

**ARTICLE 41**  
**FIRE SAFETY INSPECTOR**

41.01 The position of full-time Fire Safety Inspector is a civilian position within the Division of Fire, and will work directly under the supervision of the Assistant Chief. The Fire Safety Inspector is not included in the chain of command, is not eligible for promotion through the ranks, and has no authority over other Fire Department employees.

41.02 The full-time Fire Safety Inspector shall perform duties related to fire prevention and fire safety, including but not limited to arson investigation, fire inspection, public education, etc.

41.03 The full-time Fire Safety Inspector will work forty (40) hours per week at eight (8) hours per day, five (5) days per week as scheduled by the Assistant Chief.

41.04 The full-time Fire Safety Inspector will be paid overtime at one and one-half (1 1/2) times the regular hourly rate for each hour worked over forty (40) hours per week. The work week of the Fire Safety Inspector will be recognized as 12:01 a.m. on Monday to midnight on the following Sunday.

41.05 The full-time Fire Safety Inspector will not perform the duties of a fire fighter, paramedic or EMT, and will not be called upon to replace any person currently holding those positions except in extreme emergency when life or property is imperiled without his or her assistance.

**ARTICLE 42**  
**WAIVER IN CASE OF EMERGENCY**

42.01 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Mayfield Heights, the Federal or State legislature, or such acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer or the Union replies on grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all union members, so long as the duties performed fall within the scope of the Mayfield Heights Fire Department.

42.02 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

42.03 An emergency shall cease to exist upon the cessation of the event that gave rise to the allowed state of emergency but in any event after a period of no longer than ten (10) days.

**ARTICLE 43**  
**SEVERABILITY**

43.01 In the event any one (1) or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or subsequently enacted legislation, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

43.02 If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

43.03 Any negotiated change must be reduced to writing and be signed by both parties to be effective and incorporated into this Agreement.

**ARTICLE 44**  
**DURATION OF AGREEMENT**

44.01 This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise stated herein shall be effective as of January 1, 2015, and shall remain in full force and effect until December 31, 2017, unless otherwise terminated by mutual agreement.

44.02 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations at a mutually agreed time after notice is served.

44.03 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, for the life of this Agreement, each 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 knowledge of either or both parties at the time they negotiated or signed this Agreement.

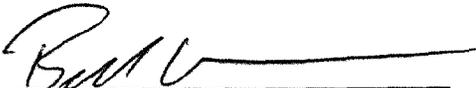
**SIGNATURE PAGE**

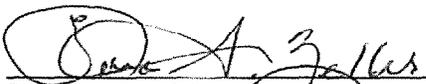
In witness whereof, the parties hereto affix their signatures this 3<sup>rd</sup> day of December, 2015.

**FOR THE CITY OF MAYFIELD HEIGHTS**

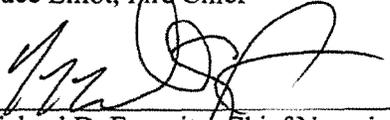
  
\_\_\_\_\_  
Anthony DiCicco, Mayor

**FOR IAFF LOCAL 1500**

  
\_\_\_\_\_  
Bill Madan, President Local #1500

  
\_\_\_\_\_  
Lorna Zeller, Director of Compliance/HR

  
\_\_\_\_\_  
Bruce Elliot, Fire Chief

  
\_\_\_\_\_  
Michael D. Esposito, Chief Negotiator  
Clemans, Nelson and Associates, Inc.

APPENDIX A  
CITY OF MAYFIELD HEIGHTS FIRE DEPARTMENT  
GRIEVANCE APPEAL FORM

Name of Employee \_\_\_\_\_  
(Grievant)

Position of Employee \_\_\_\_\_

Date and Time of incident giving rise to the grievance

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Time)

Nature of grievance, Article and Section violated. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

**STEP 1 - CHIEF OF FIRE DEPARTMENT OR DESIGNEE, CITY OF MAYFIELD HEIGHTS**

Delivered by Grievant to the Chief of the Fire Department or designee.

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Chief of Fire Department Answer: Date \_\_\_\_\_

(Within ten (10) days after meeting with the Grievant)

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Chief of Fire Department)

Received by \_\_\_\_\_ Date \_\_\_\_\_  
(Grievant)

**STEP 2 -APPEAL TO MAYOR**

Reason For Appeal \_\_\_\_\_

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Relief Requested \_\_\_\_\_

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Signature Of Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

Mayor's Answer \_\_\_\_\_

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Mayor's Signature \_\_\_\_\_ Date. \_\_\_\_\_

APPENDIX B  
WAIVER OF PREDISCIPLINARY HEARING FORM

Name of Employee \_\_\_\_\_ Position of Employee \_\_\_\_\_

The undersigned hereby notifies the Chief of the Fire Department or designee that I am fully cognizant of the nature of the charges against me and the extent of discipline which may be rendered.

I hereby waive my right to a predisciplinary hearing as set forth in Section 10.03, retaining all rights to appeal the decision of the Chief as set forth in Article 10, Corrective Action.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date