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STATE-EMPLOYMENT
RELATIONS BOARD

APR 10 9 57 AM '96

**Statutory Dispute Resolution Proceedings
State Employment Relations Board
Fact Finding Report**

In The Matter Between)
)
City of North Olmsted)
Employer)
-and-)
)
International Association)
Of Fire Fighters)
Local 1267)
Employee Union)

SERB Case No
95 Med-09-0754

Report Issued
April 9, 1996

Representing The City
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Attorneys for the city

Representing The Union
Jay Power

Negotiator for the Union

BACKGROUND

The International Association of Fire Fighters represents forty-four fire fighters in the North Olmsted Fire Department whose contract expired on December 31, 1995. The parties met several times and a tentative agreement was reached. A ratification vote was apparently held and the tentative agreement was rejected. The parties met on March 21, 1996 and on April 3, 1996 in North Olmsted for mediation and a fact finding hearing. Ten people including the representatives noted earlier attended the hearing. As a result of mediation some agreement was reached. Those areas of agreement were not incorporated into the Fact Finders recommendations. The areas of agreement include:

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ARTICLE XIII PERSONNEL REDUCTION, ARTICLE X OVERTIME, ARTICLE XXXII PERSONNEL RECORDS and ARTICLE IX DISCIPLINE AND DISCHARGE.

Twelve contractual issues remain in dispute. These include; Definitions, Grievance Procedures, Uniform Allowance, Holidays, Vacation Schedules, Sick Leave, Salaries, Paramedic Pay, Health Benefits, Association Business and Meetings, Compensatory Time, and Drug and Alcohol Policy.

The factors listed in the SERB's Administrative Rule 4117-9-05 (J) were given consideration during this fact finding process.

UNRESOLVED ISSUES

ARTICLE I

The changes in definition sought by both parties relate to economic issues described in other ARTICLES. Therefore The Fact Finder will make no recommendation for changes in current contract language.

ARTICLE VII GRIEVANCE PROCEDURE

The Association's version of a changed grievance process seems clearer than that proposed by the City. Also The Association's version seems fair and least restrictive of both parties by the changed language. The position proposed by the Association benefits both sides equally, therefore The Fact Finder will recommend that the union proposal be adopted.

ARTICLE XI UNIFORM ALLOWANCE

The uniform allowance provision proposed by the City provides a fair subsidy for the necessary costs associated with maintaining a uniform. The increase suggested by the Association is about forty-seven percent (47%). The Fact Finder will recommend that a modified version of the City's proposal be accepted.

ARTICLE XII HOLIDAYS

The City has proposed that the cancellation of holiday benefits be restricted to those with an on duty injury or an illness of more than 5 days. The exclusion of those on light duty or those on a forty hour split seem reasonable for this cancellation provision. However the City's insistence upon a threshold full split requirement for the holiday pay is not deemed reasonable at this time. The Fact Finder will recommend that a modified version of the City's proposal be accepted.

ARTICLE XIII VACATION SCHEDULE

The language of both parties in regard to the provision has more similarity than differences. However The City's Provision would support the Chief's need for manpower flexibility while offering employees fair vacation benefits. The Fact Finder will recommend that the City's position be accepted without modification.

ARTICLE XIV SICK LEAVE

The language proposed by the City addresses issues beyond the yearly use of such sick leave. Indeed the language proposed by the City contains restrictions and associated penalties that are more appropriate to another section of the contract. The Association's proposal contains language that deals with the use of sick leave on a yearly basis and will therefore be recommended for adoption.

ARTICLE VII SALARIES

The parties are almost identified in the amounts of increase associated with each year of the contract. However the City proposes that an index system be used during the third year of the contract to determine the amount of increase within a range of 2.5 to 3 percent. The provision is a departure from the present contract and will not be recommended for present inclusion because this should be negotiated by the parties. The Fact Finder will recommend that the Association's proposal be adopted.

ARTICLE XVIII PARAMEDIC PAY

The Association's proposal changes the number of classifications and the rate of pay within this provision. The City's proposal is close to the current contract language except it excludes all paramedics hired after December 31, 1995. The city restriction is related to a goal of having all hires certified as Paramedics. Even with the attainment of such a goal, the bonus would be paid to the majority of the unit members. This bonus has been paid for some time, therefore, for reasons stated and labor peace the Fact Finder will recommend retention of current contract language.

ARTICLE XIX HEALTH BENEFITS

The City and the Association have presented different procedures for funding health benefits. The City has proposed that the employees pay 8% and 10% of expected costs during the term of the contract. This includes the basic medical coverage. Optional plans for dental and medical would be available. The Association plan continues the funding plan used in the previous contract. Dental and vision care are provided by the

City. The Fact Finder recommends that the Association's proposal which incorporates cost increases for family and single coverage over a three year period be adopted.

ARTICLE XXIII ASSOCIATION BUSINESS AND MEETINGS

The Association proposal increases the time off for union business, and allows use of fire halls for meetings with reduced authority of the chief to ban outside speakers. The City proposal retains current contract language including the use of an employee "Comp Time Bank" which may be used by Association officers for business needs. The Fact Finder agrees with the City that the present language is sufficient and will recommend adoption of the City proposal.

ARTICLE XXX COMPENSATORY TIME

The City proposes to change and limit the basis for compensatory time nonused of such leave. They also propose to limit increments used to no less than four hours. The Association would maintain current contract language. The Fact Finder recommends that the Association's proposal be modified to accept a reasonable four hour limitation on use. This modification will be recommended for adoption.

ARTICLE XXXIII DRUG AND ALCOHOL POLICY

The City's proposal contains more discipline and discharge language which is supposed to be related to the desire to discharge in extreme cases. Section 33.1 of both the City and Association's proposals contain this language. Otherwise the Association proposal contains more specific language for warning employees, testing employees, and

helping individuals with problems. The Fact Finder will recommend that the Association's proposal be adopted.

RECOMMENDATIONS

ARTICLE I DEFINITIONS

Main Current Contract Language

ARTICLE VII

Grievance Procedure

7.1 Every employee shall have the right to present his Grievance in accordance with the procedure provided herein, free from an interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled at the lowest possible step of this procedure.

7.2 The following procedures shall apply to the administration of all Grievances filed under this Article.

A. When any of the aforementioned Grievances conditions arise, the following procedures shall be strictly observed:

All Grievances shall be type written and filed on an Official Grievance Form.

The Official Grievance Form shall be provided to the Employees by the Association and shall contain the following information at the time the Grievance is presented:

The date the Grievance occurred.

The time the Grievance occurred.

Provide detailed description of the incident giving rise to the Grievance.

Article and Sections of the Agreement involved or past practice.

Relief requested.

Name and signature of the Employee and date signed by the Employee.

Name and signature of the Steward and date signed by the Steward, if any.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance procedure. Each decision shall be transmitted to the Aggrieved Party and his representative if any.

C. A policy Grievance is defined to mean a Grievance in which a controversy has been raised, the nature of which if not resolved will affect the entire bargaining unit or members within the bargaining unit who have a commonality of interest in the outcome of the Grievance. Such policy Grievance shall be filed within the time constraints established in Step 1 of this Article, and shall be heard on Step 3 level of the Grievance Procedure.

D. The preparation and processing of Grievances by Employee shall be conducted only during off duties hours, unless agreed to otherwise by the ranking individual authorized and present to hear Grievances, the Shift Captain or designee, or a higher authorized to hear the Grievance.

E Nothing contained herein shall be construed as limiting the right of an Employee to request having a Grievance discussed informally with the Fire Chief or his designee and having said matter informally adjusted without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the Grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the Aggrieved Party and the Employer, and in all respects be final, said adjustment shall not create a precedent or ruling upon the employer in future proceedings.

F. **The Aggrieved party may have Association representation at any step of the Grievance Procedure.**

G. **The time limits provided herein will be strictly adhered to and any Grievance not filed initially or appealed within the specific time limits outlined in this Article shall be deemed waived and void. If the Employer fails to reply within the specified time limits, the Grievance shall automatically move on to the next step. The time limits specified for either party may be extended only by written mutual agreement.**

H. **This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way any of the provisions of this Agreement.**

7.3 **All Grievances shall be administered in accordance with the following steps:**

Step 1. The grievance shall be discussed between the Employee involved and an Association representative of his choice and his Shift Captain within five days of the occurrence on which the Grievance is based. If a settlement satisfactory to the parties cannot be reached within three days of the initial presentation of the Grievance, the Aggrieved party shall reduce the Grievance to writing, stating the reasons for the Grievance, the provisions of the Agreement allegedly violated and the relief sought and submit it to the Shift Captain within a reasonable time agreed to by the parties involved.

In the event of an Employee's discharge from employment, the Grievance shall be submitted at Step 3 with a written Grievance submitted to the Director of Public Safety within five days of the discharge of the Employee.

Step 2 If the Grievance is not settled at Step 1, the Grievance shall be submitted by the Shift Captain in writing to the Fire Chief within three days of the Shift Captain's receipt of said Grievance. The Fire Chief shall render a written decision within five days after receipt of the Grievance.

Step 3 If the Aggrieved party initiating the Grievance is not satisfied with the written decision of the Fire Chief at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Public Safety within five days from the date of the written decision rendered by the Fire Chief at Step 2. Copies of the written decision shall be submitted with the appeal.

The Director of Public Safety shall convene a hearing within seven days of the receipt of the appeal. The hearing will be held with the Aggrieved Party and his Association representative, if a representative is requested. The Director of Public Safety shall issue a written decision to the Employee and his representative if requested, within seven days from the date of the hearing.

Step 4 If the Grievance is not satisfactorily settled at Step 3, the Association, or the Employee's representative may, within thirty

- days after receipt of the Step 3 decision, submit the matter to arbitration. The Association, or the Employee's representative shall notify the Employer of its intent to appeal the Grievance to arbitration in writing. Within five days, representatives of the Association, or the Employee's representative, and the Employer shall meet for the purpose of attempting to select an Arbitrator by agreement. If they cannot so agree, either party shall send a written notice of its intent to arbitrate the Grievance to the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall submit a panel of five arbitrators and the arbitrator shall be selected by alternate striking within five days after receipt of the list.
- (B) The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this agreement.
- (C) The arbitrator shall hold a hearing within thirty days of the notification of appointment. He shall establish the hearing time and place, but it shall be, where feasible, within the jurisdiction of the City.
- (D) Not later than five days before the hearing, each of the parties shall submit to the arbitrator and to the opposing party a written report summarizing the

unresolved issue, the party's requested method of resolution, and the rationale for that position.

(E) All awards of the arbitrator and all pre-arbitration Grievance settlements reached by the Association and the Employer shall be final, binding and conclusive on the Association and the Employer.

(F) The fees of the arbitrator, expenses of meeting rooms, and stenographic service shall be borne equally by the parties.

7.4 A Grievance may be withdrawn without prejudice at any time.

7.5 Both the Employer and the Association, in good faith, shall make every attempt to resolve all Grievances at the lowest step in the Grievance procedure.

CITY PROPOSAL

ARTICLE XI Uniform Allowance

11.1 All Employees shall maintain duty and dress uniforms as mandated by the Rules and Regulations.

11.2 All Fire Cadet/Paramedics, immediately upon appointment, shall be provided two (2) duty uniforms, one uniform cap, one light weight jacket, one (1) winter jacket and one (1) white shirt. All clothing provided and or clothing allowance paid shall be surrendered to the Employer in the event the Employee fails to complete the probationary period.

11.3 Each employee shall receive an annual cash uniform allowance in the amount of \$1,000.00. Such allowance shall be paid in a separate check along with the Employee's first paycheck of January each year.

ARTICLE XII HOLIDAYS

12.1 On January 1st of each year of this Agreement Employees shall be entitled to seven (7) twenty-four (24) hour holidays. However, should an Employee retire or otherwise terminate employment for any reason, holidays shall be prorated for the year and any holidays taken beyond the prorated allowance will be debited from amounts due said employee which are related to wages.

12.2 Selection of holidays shall be made by the Employee and be subject to the approval of the Fire Chief or his designee.

12.3 Employees shall be permitted to select holidays so in the sole opinion of the Fire Chief, the Fire Department will be appropriately staffed to protect the City of North Olmsted.

12.4 Holidays may be selected at any time prior to the desired date. However, such selection shall not be approved more than three (3) months prior to the selected date. In the event more requests are submitted for a specific day than the schedule can accommodate, an Employee's seniority and selection date shall be the deciding factor.

12.5 Each Employee who works a shift beginning at 0800 hours on New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be compensated at the rate of twelve (12) hours Basic Hourly Rate of Pay plus longevity if applicable.

12.6 Fire Prevention Personnel shall be entitled to the following holidays:
New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, One-Half Day Christmas Eve and One-Half Day New Year's Eve Day, the Employee's Birthday and a floating personal use day.

12.7 The Fire Chief or his designee shall have the right to cancel a Holiday in the event of an emergency situation. An Employee shall have the right to cancel any Holiday no later than five (5) shifts prior to the scheduled Holiday, except under certain circumstances described in Section 12.10 below.

12.8 Seniority shall prevail to Holiday requests:

A. On the same day

B. All requests prior to three (3) months to the date selected shall be considered same day requests.

12.9 Selection date and time shall apply to those requests submitted between scheduled shifts within three (3) months of the selected day.

12.10 In the event an Employee is off duty due to an on-duty injury, or illness of more than five (5) shifts, he shall be permitted to cancel any Holiday previously scheduled during that time

12.11 All requests for Holidays shall be acted upon before the end of the shift on which they are submitted, except as in Section 12.4 above. This applies to the requests received prior to 1400 hours.

12.12 All requests for Holidays shall be date and time stamped upon submission of the same by the requesting Employee.

13.1 All Employees of the Fire Department shall receive a vacation at the Basic Hourly Rate of Pay plus Longevity, provided that they have been employed for at least one year. The amount of vacation time earned shall be as follows:

Length of Service	Shifts	Year of Employment to be taken
After one (1) year	Five (5)	Second (2nd)
After two (2) years	Five (5)	Third (3rd)
After three (3) years	Five (5)	Fourth (4th)

After four (4) years	Five (5)	Fifth (5th)
After five (5) years	Seven (7)	Sixth (6th)
After six (6) years	Seven (7)	Seventh (7th)
After seven (7) years	Seven (7)	Eighth (8th)
After Eight (8) years	Seven (7)	Ninth (9th)
After nine (9) years	Seven (7)	Tenth (10th)
After ten (10) years	Ten (10)	Eleventh (11th)
After eleven (11) years	Ten (10)	Twelfth (12th)
After twelve (12) years	Ten (10)	Thirteenth (13th)
After thirteen (13) years	Ten (10)	Fourteenth (14th)
After fourteen (14) years	Ten (10)	Fifteenth (15th)
After fifteen (15) years	Twelve (12)	Sixteenth (16th)
After sixteen (16) years	Twelve (12)	Seventeenth (17th)
After seventeen (17) years	Twelve (12)	Eighteenth (18th)
After eighteen (18) years	Twelve (12)	Nineteenth (19th)
After nineteen (19) years	Twelve (12)	Twentieth (20th)
After twenty (20) years	Fifteen (15)	Twenty-first (21st)
After twenty-one (21) years	Fifteen (15)	Twenty-second (22nd)
After twenty-two (22) years	Fifteen (15)	Twenty-third (23rd)
After twenty-three (23) years	Fifteen (15)	Twenty-fourth (24th)

13.2 The procedure for the selection of Vacation time is described in Section 13.8 below. However, if extenuating circumstances arise the Employee involved may request the Fire Chief or his designee to approve such vacation out of sequence. In situations whereby the Fire Chief or his designee approves or denies vacation out of sequence, such action shall not be subject to the Grievance Procedure.

13.3 Employees shall be permitted to cancel scheduled vacation time no later than five (5) shifts prior to the scheduled time.

13.4 In the event of a disaster (as determined by the Fire Chief or his designee) vacations may be canceled by the Fire Chief or his designee.

13.5 Upon retirement or death, an Employee or his estate shall be paid for all accrued vacation, at the Basic Hourly Rate of Pay plus Longevity at the time of such retirement or death.

13.6 For Employees hired after January 1, 1996, years of service with another public sector employer shall not be credited for years of service towards vacation time as an Employee of the City of North Olmsted.

13.7 Employees shall be permitted to request that earned vacation leave be accumulated in accordance with the provisions of this Section. Employees shall be permitted to request that a portion of vacation leave be accumulated or be paid at their Basic Hourly Rate of Pay plus longevity. In no event shall an Employee be permitted to accumulate vacation leave or be paid at their Basic Hourly Rate of Pay plus longevity in excess of one-half the amount of vacation earned in the prior year. Employees who are entitled to an odd number of shifts vacation, and choose to accumulate or be paid in accordance with this Article, shall only be permitted to accumulate or be paid the lesser of one-half (example-an Employee is entitled to 7 shifts, he must use 4 shifts and be eligible to accumulate or be paid for 3 shifts). In no event shall an Employee be permitted to carryover into the subsequent year more vacation than one-half of the vacation earned in the prior year. In no event shall an Employee be permitted to accumulate a total

7. An Employee may elect to pass on his selection in any round. In doing so, he forfeits selection order and bumping rights for that round.

B. First and second round selection:

1. First round selection shall begin on November 1 of each year.
2. Second round selection shall begin immediately following the completion of the first round.

C. Third round selections:

1. Third round selections shall begin immediately following the completion of the second round of selections as in 13.8A(1) through (4).
2. During the third round selection individual days may be selected in any order and number up to the limit on the books for the current year.
3. Employees may select usage of accumulated vacation after all his current vacation time has been selected with the approval of the Fire Chief or his designee.

aggregate vacation leave amount in excess of two (2) times the amount earned in the prior year.

13.8 Employees shall select usage of earned vacation time as follows:

A. General Rules:

1. Shift Captains shall provide each Employee a selection day assignment by seniority, no later than October 15th of each year.
2. Should an Employee be scheduled off duty on his selection date, the Employee shall submit his selection request before his last duty day.
3. Vacation selection shall not bump previously approved vacations; and third round vacation picks shall not bump approved holidays.
4. Each Employee shall have seventy-two (72) hours to complete his selection. Failure to complete his selection within the time frame provided shall cause the Employee to lose his selection and any bumping rights for that portion of the selection procedure.
5. Employees may choose up to two (2) weeks vacation time in the first and second round of vacation selection.
6. Vacation selections shall be made in whole weeks which may include Kelley Day except as in 13.8(2).

4. **An Employee who selects usage of accumulated vacation in accordance with 13.8C(3) shall lose his right to cancel any vacation in that calendar year.**

13.9 In the event that the Employee is off duty due to on-duty injury, or illness of more than five (5) shifts, he shall be permitted to cancel any vacation previously scheduled during that time.

13.10 All requests for vacations shall be date and time stamped upon submission.

13.11 All requests for vacations shall be acted upon before the end of the shift on which they were submitted, provided they are submitted prior to 1400 hours.

ARTICLE XIV

SICK LEAVE

- 14.1 Sick Leave shall be earned in accordance with the Ohio State minimum requirements and accumulation shall be unlimited.
- 14.2 Employees shall have the option to receive twenty-four hours compensatory time or twenty-four hours pay at the Basic Hourly Rate of Pay plus Longevity for each six consecutive months of unused Sick leave.
- 14.3 An Employee shall be paid for unused, accumulated Sick Leave at the time of disability, retirement or death. Payment shall be based upon the Basic Hourly Rate of Pay at the time of disability, retirement or death plus Longevity and the amount shall be one half of the unused Sick Leave with a maximum payment of 960 hours.
- 14.4 Any Employee who transfers from one department within the City of North Olmsted to another, or from another public sector employer, shall be credited with the unused balance of Sick Leave accumulated.
- 14.5 The Fire Chief may require that the Employee furnish a Physician's statement that the Employee is able to return to full duty after use of more than one sick day.
- 14.6 Sick Leave shall not be permitted use for routine non-emergency medical, dental or vision care services without prior approval of the Fire Chief.
- 14.7 Sick Leave use in periods of not more than twelve hours shall not affect provisions of 14.2.

ARTICLE XVII

SALARIES

17.1 A schedule of salaries shall form a part of, and be subject to, all provisions of this Agreement.

	1996	Bi-Weekly
Fire Cadet/Paramedic	\$31,036.	\$1,193.69
2nd Class	\$38,442.	\$1,478.53
1st Class	\$42,316.	\$1,627.53
Lieutenant	\$46,760.	\$1,798.46
Captain	\$51,669.	\$1,987.26

	1997	Bi-Weekly
Fire Cadet/Paramedic	\$31,967.	\$1,229.50
Fire Fighter 2nd Class	\$39,595.	\$1,522.88
Fire Fighter 1st Class	\$43,585.	\$1,676.34
Lieutenant	\$48,163.	\$1,852.42
Captain	\$53,219.	\$2,046.88

	1998	Bi-Weekly
Fire Cadet/Paramedic	\$32,926.	\$1,266.38
Fire Fighter 2nd Class	\$40,783.	\$1,568.58
Fire Fighter 1st Class	\$44,893.	\$1,726.54
Lieutenant	\$49,608.	\$1,908.00
Captain	\$54,816.	\$2,108.31

17.2 All Fire Prevention Officers/Inspectors recognized as such by the Association, shall receive the following amounts including longevity if applicable:

1996	\$1,460.
1997	\$1,560.
1998	\$1,660.

Such payment shall be paid bi-weekly in the Employees regular payroll check for performance of said duty.

17.3 Any Fire Fighter or Officer acting in the capacity of a superior Officer shall receive an additional one-half hour pay at the Employee's Basic Hourly Rate of Pay plus longevity for each four hours assigned to perform such duty

17.4 Employees who work on a Saturday or Sunday shall receive an additional two hours pay at the Basic Hourly Rate of Pay plus longevity.

17.5 All bargaining unit members, upon being selected as a Lieutenant or Captain shall be paid additional compensation for serving in those positions each year for the duration of this Agreement, at the following rates:

Lieutenant	\$150.00
Captain	\$250.00

Such payment shall not be an avoidance of overtime.

17.6 All Employees certified as Fire Safety Inspectors shall receive \$350.00 each year.

ARTICLE XVIII PARAMEDIC PAY

18.1 Employees that are certified by the State of Ohio as a paramedic shall be paid a bonus of \$1,000.00 on or before the 15th of December, each year.

It shall be calculated on a prorated basis for those who, during the year, retire, and for those individuals hired before December 31, 1995, that lose their certification for whatever reason. To be eligible for full payment, an employee shall be required to be certified for the period between December 15 and December 14, each year of this Agreement. The provisions of this Article do not apply to Fire Prevention Personnel.

ARTICLE XIX

HEALTH BENEFITS

19.1 The Employer shall provide either individual or family medical insurance coverage at the Employee's option for each full-time Employee. The Employer shall have the option of seeking alternate health insurance providers or plans and will attempt to offer at least two different plans. Basic hospitalization will be consistent with and similar to those plans offered on November 30, 1992.

19.2 Costs for the coverage of single and family participants shall be paid according to the following schedule:

Period	If the expected cost exceeds:		Then all single and family Employees shall contribute
	Family	Single	
Signing of contract - 6/30/96	\$500./mo.	\$145./mo.	\$37.50/mo.
7/1/96 - 6/30/97	\$550./mo.	\$160./mo.	\$38.81/mo.
7/1/97 - 6/30/98	\$605./mo.	\$176./mo.	\$39.97/mo.
7/1/98 - 12/31/98	\$666./mo.	\$194./mo.	\$41.17/mo.

19.3 If the average actual monthly cost of coverage for the following period is less than the respective Figure I for that period, the Employer shall refund to each contributing Employee the difference between the average actual cost and Figure I for each month the Employee contributed. If the average actual cost falls between the respective Figures I and II for that period, the Employer shall pay 75% of the additional cost above Figure I and the Employee shall pay 25% of the additional

cost. The Employer shall pay 100% of the actual costs above the amounts in

Figure II.

<u>Period</u>	<u>Figure I</u>	<u>Figure II</u>
Signing of contract - 6/30/96	\$563. (family) \$163. (single)	\$663. \$263.
7/1/96 - 6/30/97	\$619. (family) \$180. (single)	\$719. \$280.
7/1/97 - 6/30/98	\$681. (family) \$198. (single)	\$781. \$298.
7/1/98 - 12/31/98	\$749. (family) \$218. (single)	\$849. \$318.

Refunds granted pursuant to this section shall not exceed the Employee's contribution during that period. If a refund is to be paid, it shall be paid within 30 days of the determination of the actual cost for a period. If an additional payroll deduction is required, it shall be made within 30 days of the determination of the actual cost for a period.

19.4 The Employer will make an earnest effort to establish a committee consisting of one voting representative from each of the city bargaining units, if they choose to be represented and a minimum of one representative of the Employer. This bargaining unit's role as a participant in the above committee shall be advisory only. The Employer reserves the right to establish all plans, enrollment periods and regulations.

All changes affecting coverage or chosen providers shall be shared with the bargaining unit prior to making of such changes.

- 19.5 Expected cost or premium is defined as the cost of all medical, hospital, prescription drug costs, and related fees.
- 19.6 All Employees shall receive \$15,000 in life insurance paid for by the Employer.
- 19.7 Dental Insurance for full-time Employees with at least one full year of service will be provided to all Employees, and have as some of its features a \$25.00 deductible per person per calendar year together with an annual maximum of \$1,000. payable per covered person during any benefit year at no cost to the Employee. Employees shall be provided coverage equal to non-union employees
- 19.8 The Employer shall provide vision care coverage as follows, through Union Eye Care, at no cost to the Employee.

ARTICLE XXIII ASSOCIATION BUSINESS AND MEETINGS:

23.1 Two (2) *members* of the Association elected by the Association for the purpose of negotiating with the Employer shall be allowed time off for all meetings with the Employer which shall be mutually set by the Employer and the Association, provided the Association members remain in service.

23.2 The Employer agrees that the Association shall be permitted to hold meetings at the Fire House as long as the meetings do not interfere with the regular activities of the Fire Department.

23.3 Such meetings must be approved in advance by the Fire Chief and are limited to members of the Association, unless otherwise approved by the Fire Chief.

23.4 For the purpose of Association business, the Employer shall acknowledge a Comp Time Bank into which members of the Association contribute hours.

ARTICLE XXX COMPENSATORY TIME

30.1 Each Employee shall have the right to convert Overtime hours into Compensatory Time with the approval of the Fire Chief or his designee on a dollar for dollar basis.

30.2 Employees may have the right to take Compensatory Time when the time off does not interfere with the operation of the Fire Department. The taking off of such Compensatory Time shall be subject to the approval of the Fire Chief or his designee. Overtime shall be converted to Compensatory Time at the current rate of pay plus Longevity on a dollar for dollar basis.

30.3 In case of death of an Employee, any payment shall be made to the Employee's legal beneficiaries.

30.4 Compensatory time may be used in increments of no less than four hours.

ARTICLE XXXIII

DRUG AND ALCOHOL POLICY

33.1 Policy

The North Olmsted Fire Department and the North Olmsted Fire Fighters Local 1267, I.A.F.F., recognize that drug use by Employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an Employee is on duty.

33.2 Informing Employees About Drug and Alcohol Testing

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the Employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired Employees will be provided with this information on their initial date of hire. No Employee shall be tested before this information is provided to him. Prior to any testing, the Employee will be required to sign a consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer. No disciplinary action will be taken against an Employee unless he refuses the

opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two years of completing an appropriate rehabilitation program.

33.3 Employee Testing

Employees shall not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If, however, objective evidence exists establishing probable cause to believe and Employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the Employee to undergo a medical test consistent with the conditions as set forth in this Policy.

33.4 Sample Collection

The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (NIDA). The laboratory chosen must be agreed to between the Association and the Employer. The laboratory used shall also be one whose procedures are periodically tested by NIDA where they analyze unknown samples sent to an independent party. The results of Employee tests shall be made available to the Medical Review Physician.

Collection of blood or urine samples shall be conducted in manner which provides the highest degree of security for the sample and freedom from adulteration.

Recognized strict chain of custody procedures must be followed for all samples as set by NIDA. The Association and the Employer agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purpose.

Blood or urine samples will be submitted as per NIDA Standards. Employees have the right for Association or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed. Tests shall be conducted in manner to ensure that an Employee's legal drug use and diet does not affect the test results.

33.5 Drug Testing

The laboratory shall test only for substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels

shall be used when screening specimens to determine whether they are negative for these five drugs of classes of drugs:

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites *	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

* If immunoassay is specific for free morphine the initial test level is 25 ng/ml
If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

Marijuana metabolites ¹	15 ng/ml
Cocaine Metabolites ²	150 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid

² Benzoylcegonine

<i>Amphetamine</i>	<i>500 ng/ml</i>
<i>Methamphetamine³</i>	<i>500 ng/ml</i>

If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

33.6 Alcohol Testing

A breathalyzer or similar test equipment shall be used to screen for alcohol use and if positive shall be confirmed by a blood alcohol test performed by the laboratory. This screening shall be performed by a individual qualified through and utilizing equipment certified by the Ohio State Highway Patrol. An initial positive alcohol level shall be .10 grams per 210L of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the Employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the Employee's file.

33.7 Medical Review Physician

The Medical Review Physician shall be chosen and agreed upon between the Association and the Employer and must be a licensed physician with a knowledge

³ Specimen must also contain amphetamine at a concentration ≥ 200 ng/ml.

of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the Employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. The Medical Review Physician must examine alternate medical explanation for any positive test results. This action shall include conducting a medical interview with the affected Employee, review of the Employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested Employee when a confirmed positive test could have resulted from legally proscribed medication.

33.8 Laboratory Results

The laboratory will advise only the Employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the Medical Review Physician once he has completed his review and analysis of the laboratory's test. The Employer shall only be informed if the individual passed or failed the test. The Employer will be required to keep the results confidential and it shall not be released to the general public.

33.9 Testing Program Costs

The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician. The Employer shall also

reimburse each Employee for their time and expense including travel incurred involved in the testing procedure only.

33.10 Rehabilitation Program

Any Employee who tests positive for illegal drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor. Employees who complete a rehabilitation program will be re-tested randomly once every quarter for the following twenty-four months. An Employee may voluntarily enter rehabilitation without a requirement of prior testing.

Employees who enter a program on their own initiative shall not be subject to re-testing. The treatment and rehabilitation shall be paid for by the Employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the Employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

If an Employee tests positive during the twenty-four month period they shall be subject to disciplinary action as per the Department Rules and Regulations, the Employee will be re-evaluated by an E.A.P. counselor to determine if the Employee requires additional counseling and/or treatment. The Employee will be solely responsible for any costs, not covered by insurance, which arise from this additional counseling or treatment. If an Employee tests positive during this subsequent twenty-four month period which in effect will be the Employee's third

chance for rehabilitation, the Employee will be subject to discipline as per the Department Rules and Regulations.

33.11 Duty Assignment After Treatment

Once an Employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Once treatment and any follow-up is completed, and three years have passed since the Employee entered the program, the Employee's personnel file shall be purged of any reference to his drug or alcohol problem.

33.12 Right of Appeal

The Employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable.

33.13 Union Held Harmless

This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Association shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

33.14 Changes in Testing Procedures

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which provide more

accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendment they will be submitted to impasse procedures as outlined in Step 5 of the Grievance Procedure of the Collective Bargaining Agreement.

33.15 Conflict With Other Laws

This Article is in no way intended to supersede or waive any constitutional or other rights that the Employee may be entitled to under Federal, State or local statutes.

FACT FINDERS CONCLUSION

In the Fact Finders opinion the foregoing recommendations provide for fair and equitable resolution of the impasse. In the event that any of the recommendations fail to meet the tentative agreement established between the parties it is noted that Ohio Revised Code 4117.14(c)(b) permits corrections and modifications by mutual agreement of the parties.

CERTIFICATION OF SERVICE

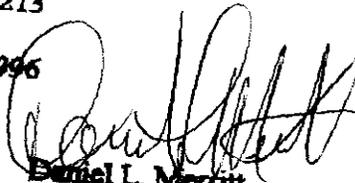
This is to certify that the foregoing Fact Finder Report Case Number 95-MED-09-0754 was sent by registered overnight mail to:

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Submitted this 9th day of April 1996


Daniel L. Merritt
Fact Finder