

STATE EMPLOYMENT
RELATIONSHIP

STATE OF OHIO
FACT-FINDING PROCEEDINGS
CASE NO. 96-MED-05-0479

OCT 31 10 31 AM '88

CITY OF BROADVIEW HEIGHTS, OHIO :
:
The Employer :
:
-and- : FACT-FINDER'S AWARD
:
NORTHERN OHIO FIRE FIGHTERS, :
LOCAL NO. 3646 :
:
The Union :

APPEARANCES

For the Employer:

Christopher Lencewicz, Labor Relations Representative
Leo Bender, Mayor
Lee D. Ippolito, Fire Chief
Barry Libby, Councilperson
Sherri Camperchioli, Councilperson
Connie Gearhart, Councilperson
Bill Sidoti, Councilperson

For the Union:

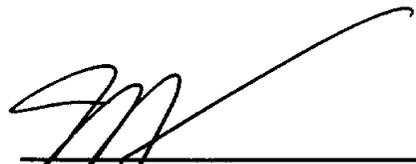
David P. Byrnes, President, Northern Ohio Fire Fighters
Brian Dunlap, Local Union President
Tim Dodd, Bargaining Committee
Joe Fleming, Bargaining Committee
Jeffrey J. Hajek, Bargaining Committee

MARVIN J. FELDMAN
Fact-Finder/Attorney
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This matter came before this fact-finder pursuant to the selection process of the State Employment Relations Board, the parties having been unable to resolve their differences without intervention of the fact-finding processes in place under the laws of the State of Ohio. The meetings in this matter took place on October 14, 1996, October 17, 1996, October 18, 1996 and October 22, 1996, at the conference facility of the employer in Broadview Heights, Ohio. The parties desired mediation processes to conclusion.

At the outset, the parties were at impasse over thirty-four issues. At the conclusion all terms were tentatively agreed to. The completed contract that will face ratification by the parties is attached hereto and made part hereof and marked Exhibit A. The fact-finder endorses the attached agreement as being fair, just, equitable and proper.

The terms of the exhibit meet the needs of the parties. The bargaining unit and employer are entering into a first contract and a taste of the collective bargaining learning process was part of the settlement negotiations.


MARVIN J. FELDMAN, Fact-Finder

Made and entered
this 28th day
of October, 1996.

AGREEMENT BETWEEN
THE CITY OF BROADVIEW HEIGHTS, OHIO
AND
LOCAL 3646
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 1996 through June 30, 1998

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ARTICLE I PREAMBLE

Section 1. This Agreement is hereby entered into by the City of Broadview Heights, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, Local 3646, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE II UNION REPRESENTATION

Section 1. Staff representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the local president of the Union or his designee.

Section 2. The Union shall submit in writing the name of the employee to act as Union representative for the purpose of processing grievances as defined in the Grievance Procedure. The Employer shall be notified in writing of changes of all officers of the Local. Employees shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 3. All Union meetings shall be conducted in the "Day Room" at Station #1. All Union meetings shall be conducted at a time scheduled with the Employer at the Union's discretion with the Employer being notified in writing twenty-four (24) hours in advance. Operational needs of the Employer shall be respected.

ARTICLE III NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Broadview Heights. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

Section 2. Any employee who participates in or promotes any such strike related activities as described in Section 1 above, shall be subject to disciplinary action up to and including discharge.

Section 3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this Article.

ARTICLE IV NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin or disability. The Union agrees to notify the Employer of any violation, within their knowledge, of this Section.

Section 2. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership.

Section 4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union Activities.

ARTICLE V RULES AND REGULATIONS

Section 1. The Employer may from time to time promulgate reasonable rules and regulations for and in furtherance of employment provisions and may amend them as it deems necessary.

Section 2. Violation by an employee of any rule or regulation shall be grounds for disciplinary action.

Section 3. The Employer also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of employees to lodge a grievance as provided for in this Agreement.

ARTICLE VI BULLETIN BOARD SPACE

Section 1. The Employer agrees to provide bulletin board space for use by the Union.

Section 2. All Union notices which appear on the bulletin board shall be posted and removed by a Union official in the bargaining unit and shall be related to items of interest to the members. Union notices related to the following limited matters may be posted:

- (a) Union recreational and social affairs
- (b) Notice of Union meetings
- (c) Union appointments
- (d) Notice of Union elections
- (e) Results of Union elections
- (f) Reports of standing committees and independent arms of the Union and notices and reports of affiliated Unions.

ARTICLE VII DUES DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the the authorization, the Employer will deduct Union dues from the payroll check fro the next pay period in which the authorization was received by the Employer.

Section 2. Employees who do not become members within sixty (60) days following the beginning of employment shall be required to pay a Fair Share Fee as a condition of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share Fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from membership, shall be subject to the Fair Share Fee provision as provided for in this Article.

Section 3. In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09 (C).

Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once other funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) an unpaid leave of absence, or (c) revocation of the "check-off" authorization by the employee, or (c) reclassifications to positions not certified to the bargaining unit.

Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within forty-five (45) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues, fees, and assessments deduction will normally be made by deducting the proper amount, if the deduction does not not exceed a total of two (2) pay period regular dues from the pay of any Union member.

Section 7. The Employer shall not be obligated to make deductions from any employee who, during any dues pay period involved, shall have failed to receive sufficient wages to equal dues, fees and assessments deductions.

Section 8. The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given to the Employer to making any changes in an individual's dues, fees or assessments deductions. All deductions must be remitted to the treasurer of the Union within twenty-eight (28) days from the date the deduction was made.

Section 9. Each eligible employee's written authorization for dues, fees and assessments deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the deduction will cease effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

Section 10. In addition, the Employer agrees to deduct United States Savings Bonds and credit union deposits to either the Brecksville Teachers Credit Union or the Greater Cleveland Fire Fighters Association Credit Union, providing the employee so requests deductions and signs an authorization for the deductions. A change may not be made more than once each year. All deductions must meet all the criteria, protocol and rules of the Finance Department. Court orders shall not be considered payroll deductions within the purview of this section.

ARTICLE VIII PROBATIONARY PERIOD

Section 1. Each full-time employee appointed on or after October 1, 1996 to a position within the Fire Department shall serve a non-contestable probationary period of two (2) full years of service with the Broadview Heights Fire Department.

ARTICLE IX PROMOTIONS

Section 1. When, in the Employer's sole determination, a vacancy or vacancies exist in any of the ranks the Employer shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list. For example

(1) For 2 to 4 vacancies, add 2 to the number of vacancies, etc.

Section 2. The Employer shall utilize the Civil Service Rules and Regulations to establish the Civil Service eligibility list.

ARTICLE X DISCIPLINE

Section 1. No employee shall be reduced in pay or position, suspended, discharged or removed, except for just cause, except as outlined in Article 11, Probationary Period, Section 1.

Section 2. Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Fire Chief or his designee.

Section 3. Non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reasons for the disciplinary action.

Section 4. Any disciplinary action, suspension, demotion, or discharge taken against an employee may be appealed and be processed in accordance with the Grievance Procedure beginning at Step Two of the Grievance Procedure.

ARTICLE XI GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean any allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

Section 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by each group, shall process the grievance but all employees involved must sign the grievance.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements of any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits on grievances may be waived by mutual written consent of the parties.

All written grievances shall contain the following information to be considered:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was filed in writing;
- (d) date, time and place the grievance occurred;

- (e) description of incident giving rise to the grievance;
- (f) Articles and Sections of Agreement violated; and
- (g) resolution requested.

Section 4. The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration. In the event the grievance is not referred to the next step within the time limits prescribed, the grievance shall be considered resolved based upon the Employer's last answer. For purposes of this Article, calendar days shall exclude Saturdays, Sundays and legally recognized holidays.

Step 1 - Written Grievance With Chief

In order for the grievance to be recognized, it must be filed within five (5) calendar days from the date of the incident giving rise to an alleged grievance. The Chief or his designee shall meet within five (5) calendar days with the Grievant, who may be accompanied by a representative of the Union, and investigate the grievance and shall provide a written answer within five (5) calendar days following the date of the meeting.

Step 2 - Mayor

Where the Grievant is not satisfied with the Step 1 response, the aggrieved may submit the original grievance to the Mayor or his designee within five (5) calendar days of the receipt of the Step 1 answer. The Mayor or his designee shall meet within fifteen (15) calendar days with the Grievant, and the Union if the Union so desires. The Mayor or his designee shall provide a written answer within ten (10) calendar days of the date of the meeting.

Step 3 - Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to final and binding arbitration by submitting an appeal to the Mayor within ten (10) calendar days of receipt of the Step 2 answer. Upon receipt of the Step 3 appeal, the parties shall mutually attempt to select an arbitrator. If, after seven (7) calendar days, the parties are unable to mutually select an arbitrator, the Union may submit a request to the Federal Mediation and Conciliation Services (FMCS) or to the Center of Labor Relations and Human Resources, for a list of arbitrators, with a copy of such request delivered to the Mayor.

Upon receipt of the list of arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may reject the list one (1) time. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. All procedures relative to the hearing shall be in accordance with the rules and regulations of Voluntary Arbitration and this Agreement.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. 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 proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall be without authority to recommend any right or relief on the alleged grievance occurring at any time other than the contract period in which such right originated. 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 any retroactive order to the date the grievance was first discovered, the first day disciplinary action was taken, or, in the event of payroll discrepancies, either over or under payments, for a period of no more than ninety days, which ever is applicable.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If applicable, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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.

The decision of the arbitrator will be final and binding upon the Union, the employee, and the Employer. All costs directly related to the services of the arbitrator shall be shared equally by the parties. In the event an arbitrator is hired, and before the arbitration process begins one of the parties concedes to the other party, the party who concedes shall pay for the cancellation costs of the Arbitrator.

Any employee or City official requested to appear at the arbitration hearing by the Employer shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance adversely impact the operations of the Fire Department.

ARTICLE XII FUNERAL LEAVE

Section 1. In the case of death of an employee's spouse, child, parent, father-in-law, or mother-in-law, that employee shall be granted two (2) tours of duty for funeral leave, with pay, to attend the funeral or memorial service of the decedent.

Section 2. In the case of death of an employee's brother, sister, grandparent, grandparent-in-law, step-father, step-mother or significant other who is a full time resident of the employee's household, that employee shall be granted one (1) tour of duty for funeral leave, with pay, to attend the funeral or memorial service of the decedent.

ARTICLE XIII ATTENDANCE AT ASSIGNED TRAINING SCHOOLS, SESSIONS OR SEMINARS

Section 1. Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief and he shall make the final determination and communicate it to the member.

Section 2. If the Chief deems it necessary, he may require a member to attend any school, training session or seminar.

Section 3. Attendance at any mandated school, training session or seminar, pertinent to fire related matters, shall be compensated pursuant to law. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day and employees working other than a forty (40) hour work week must return to work after completion of any mandated school, training session or seminar on a normally scheduled work day.

Section 4. Any employee of the Employer required by the Chief to remain over-night to receive training shall receive an allowance for meals of \$30.00 maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over-night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief and Finance Director.

Section 5. If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE XIV COURT TIME

Section 1. Whenever approved by the Fire Chief, employees appearing in Court on behalf of the Employer during non-scheduled work time shall be paid a minimum of two (2) hours at the overtime rate or actual hours at the applicable rate if it exceeds two (2) hours.

ARTICLE XV TIME EXCHANGE

Section 1. Members of the Fire Department shall have the right of trading times as long as the trade does not interfere in the operations of the Fire Department. All shift exchanges shall be subject to the Chief's or his designee's approval predicated on scheduling needs. Time trades shall not result in overtime payments.

ARTICLE XVI LABOR-MANAGEMENT / SAFETY COMMITTEE

Section 1. There shall be a Labor/Management committee consisting of up to three (3) Union representatives and up to three (3) Employer Representatives. The Committee shall meet at the request of either party, or at least quarterly, unless mutually waived, to discuss matters of mutual concern, excluding those issues which have been subject to the Grievance Procedure. The Committee shall have the authority to make recommendations to the Union and the Employer.

**ARTICLE XVII
PHYSICAL STANDARDS**

Section 1. The City shall require its employees to maintain a reasonable physical fitness standard consistent with the reasonable duties and responsibilities of their classification.

Section 2. Each employee shall receive once per year a physical examination at the Employer's expense. The medical doctor shall be chosen by the Employer and determine whether or not the employee medically may perform the duties of his classification.

**ARTICLE XVIII
CALL OUT PAY**

Section 1. An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity, at the over-time rate, with a minimum of two (2) hours.

**ARTICLE XIX
JURY DUTY**

Section 1. Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his regular salary, less any compensation received from such court for such jury duty. Employees shall be given reasonable time off to attend to jury duty.

**ARTICLE XX
INDEMNIFICATION**

Section 1. The Employer shall defend and indemnify an employee of the bargaining unit in accordance with and pursuant to Ohio Revised Code Chapter 2744.

**ARTICLE XXI
CONFORMITY TO LAW**

Section 1. This Agreement shall supersede any present and future federal, state and local Laws, along with any applicable rules and regulations and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 2 above, the parties shall enter into discussion on the invalid or unenforceable sections to negotiate successor sections.

ARTICLE XXII MANAGEMENT RIGHTS

Section 1. The parties shall recognize the right and authority of the Employer to administer the business of the City and the Fire Department and in addition to other functions and responsibilities which are recognized by law, to exercise the following rights, except as limited by this Agreement and shall include, but not be limited to, the following:

- (a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, and discharge or discipline for just cause;
- (b) To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- (c) To determine the City's goals, objectives, programs and services, and to utilize personnel in a reasonable manner designed to effectively meet these purposes;
- (d) To determine the size and composition of the work force and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- (e) To determine work schedules and to establish the necessary reasonable work rules for all employees;
- (f) To determine staffing, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (g) To determine the necessity to schedule overtime and the amount required thereof;
- (h) To maintain the security of records and other pertinent information;
- (i) To determine and implement necessary actions in emergency situations;
- (j) To determine the department's budget and uses thereof;
- (k) To maintain the efficiency of operations;
- (l) To exercise complete control and discretion over department organization and the necessary technology to perform the work; and
- (n) To exercise any and all reasonable prerogatives of management.

ARTICLE XXIII HOURS OF WORK/OVERTIME

Section 1. Members of the fire department assigned to fire suppression shall work a schedule of 24 hours on and 48 hours off duty. Work schedules may include 40 hours/week or 144 hours in a 19-day cycle.

Section 2. Overtime shall be defined as hours worked in excess of forty (40) hours in a week or one hundred forty four (144) hours during a nineteen (19) day work period consistent with FLSA requirements. All other hours paid but not worked for any reason, except holidays, vacation days and funeral leave, shall be excluded in determining the total number of hours worked.

Section 3. Overtime pay for employees shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate. For the purposes of overtime computation, longevity compensation, paramedic pay and advanced EMT pay shall be included in the base rate for such computation.

Section 4. If an employee requests, the Fire Chief may approve an equal amount of compensatory time off in lieu of overtime pay up to a maximum accumulation of one hundred six (106) hours which includes the straight time and one half (1/2) time hours. Accumulated compensatory time must be taken and/or paid prior to December 31 of each calendar year. Employees may carry over fifty three (53) hours of compensatory time to the next calendar year.

ARTICLE XXIV SENIORITY

Section 1. Seniority shall be defined as an employee's length of full time service and shall be determined from the Employee's full time appointment date. In the event multiple persons share the same full time appointment dates, ties shall be determined by their original appointment date to the part time fire department. If multiple persons share both the same full time and part time appointment dates, ties shall be decided by their date of initial application to the part time department. Further ties shall be decided by a coin toss.

Section 2. Seniority shall be the determining factor in the selection of all leave time off such as vacation, holidays, and FLSA time off, subject to the operational needs of the department.

Section 3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is absent for three (3) consecutive working days without notifying the City;
or
- (d) is laid off and fails to report for work within two (2) weeks after having been recalled; or
- (e) does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the City; or
- (f) is laid off for a period in excess of one (1) year; or
- (g) retires.

Section 4. Seniority Roster. The City shall maintain and keep current a seniority roster noting the date of hire, current position by job title and/or classification.

ARTICLE XXV LAYOFF

Section 1. In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their departmental seniority, or "last hired first laid off" consistent with Section 5 below, unless operational requirements, as determined by the Employer, require otherwise.

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of one (1) year provided that he maintains his current address and telephone number with the Employer.

Section 3. A recall from layoff will be in accordance with departmental seniority, or "last laid off first recalled," or operational requirements, as determined by the Employer if necessary.

Section 4. Employees failing to respond to recall from layoff within three (3) days of receipt shall be deemed to have quit without notice.

Section 5. For purposes of this Article, departmental seniority or "last hired first laid off," shall be determined as follows:

- a. 1st Tier: For employees hired on or before October 1, 1996, the list shall be established by seniority according to the following order:
 1. Paramedics
 2. Advanced EMTs
 3. EMT/Fire Fighters
 4. Fire Fighters
- b. 2nd Tier: For those part time employees currently on the transitional Civil Service Eligibility list who become full time members during the term of this Agreement, they shall funnel into the first tier at the bottom of their respective classification.
- c. 3rd Tier: All other full time employees shall go to the bottom of the seniority list without regard to their classification.
4. 4th Tier: Part time employees hired after the execution of this Agreement do not receive the benefit of any funneling.

Section 6. Full time employees who are laid off shall be given an opportunity to work part time provided there are part time employees.

ARTICLE XXVI OVERTIME HOURS TO BE POSTED

Section 1. The Employer shall be responsible to initiate and accurately maintain an overtime roster.

**ARTICLE XXVII
UNIFORM ALLOWANCE AND MAINTENANCE**

Section 1. The Employer shall furnish employees of the Fire Department with boots, coat, helmet, gloves and all other necessary equipment on a one-time basis only. If any of the above equipment is damaged in the line of duty, an exchange may be permitted as determined by the Chief or his designee.

Section 2. Each employee, at the time of appointment, shall be issued the following:

1. 4 uniform shirts
2. 4 daily work shirts
3. 6 daily work pants
4. 2 uniform pants
5. 1 pair work shoes

Section 3. One (1) year after appointment, each employee shall be eligible for an annual uniform allowance in the amount of \$475.00. This allowance shall be for the purpose of securing uniforms, clothing or equipment as required and proof of purchase and approval by the Chief is required.

Section 4. One (1) year after appointment, each employee shall be eligible for an annual uniform maintenance allowance of \$225.00. This allowance shall be for the purpose of maintaining uniforms, clothing or equipment as required and proof of purchase and approval by the Chief is required.

Section 5. The Employer shall furnish employees with "Dress Blues" on a one time basis only and employees shall pay \$100.00 of the cost.

**ARTICLE XXVIII
LONGEVITY**

Section 1. Employees shall be entitled to longevity pay at the rate of \$9.00 per month of service commencing five (5) years from their most recent hire date of full-time employment and paid annually on that anniversary date of hire.

Section 2. The Maximum annual longevity payment shall be \$2,160.00.

**ARTICLE XXIX
MEDICAL INSURANCE**

Section 1. The Employer shall provide employees with the minimum levels of medical and dental coverages as summarized and contained in Appendices I and II.

Section 2. Depending on the coverage the employee has selected (family or single), employees shall contribute either five percent (5%) of the monthly insurance premiums up to forty dollars (\$40.00) per month for family coverage or five percent (5%) of the monthly insurance premiums up to a maximum of twenty dollars (\$20.00) per month for single coverage. Employee contributions shall be made through payroll deductions.

Section 3. The parties agree that in an effort to reduce hospitalization/medical costs a Citywide Joint Medical/Hospitalization Insurance Committee with a representative from each bargaining unit will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually.

ARTICLE XXX LIFE INSURANCE

Section 1. The Employer shall provide employees with a life insurance policy with a face value of Twenty-Five Thousand Dollars (\$25,000).

ARTICLE XXXI SICK LEAVE

Section 1. Employees shall be entitled to accumulate fourteen (14) hours of sick leave per month of service. Such employees actually disabled by sickness or physical injury shall be allowed the same compensation on sick leave as if actually employed.

Section 2. The sick leave herein provided for shall apply to scheduled days of work only.

Section 3. The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

Section 4. Employees shall, at the time of retirement from active full-time service with the City, and with ten or more years of seniority with the City, be paid in cash for one-fourth (1/4) of the employee's accrued but unused sick leave, up to a maximum of two hundred forty (240) hours of pay. Such payment shall be made by the City of Broadview Heights only once to any employee during his lifetime. This section shall be applied pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

Section 5. Payment for any benefit accrued hereunder shall be consistent with the individual employee's work schedule.

Section 6. Sick leave shall be granted for absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" shall mean the father, mother, sister, brother, wife, husband or children related either by blood or marriage to the employee.

Section 7. Substantiation of Sick Leave requests may be required by the Mayor/Safety Director or Chief at any time.

ARTICLE XXXII DISABILITY LEAVE

Section 1. An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed six (6) calendar months from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from active firefighter duty, such duty including but not limited to, the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or is believed to be in progress or answering of any other emergency alarm. Active firefighter duty does not include the return from the scene of a fire or any other emergency alarm. It is not intended that hazardous duty leave shall be granted to employees who incur route injuries in the performance of their duties in non-emergency situations.

Section 2. An employee who is disabled as a result of the performance of nonhazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed six (6) calendar months from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first ten (10) days shall be charged to said employee's accumulated sick leave credit or, if less than ten (10) days accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave.

Section 3. In no event will an employee receive more than his regular compensation while on disability leave.

Section 4. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

Section 5. A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

ARTICLE XXXIII VACATIONS

Section 1. Employees shall be entitled each year on their anniversary to the following paid time of provided that they have worked at least 1,040 hours in the one (1) year preceding their anniversary date:

Years of Consecutive Service
As a Full-Time Employee with the City

Weeks of Time Off

after 1 year
 after 3 years

1 week
 2 weeks

Section 2. For purposes of this Article, employees shall be permitted two and one-half (2 1/2) tours of duty off for each vacation week and shall be compensated for fifty three (53) hours for each week off. For employees who work a normal forty (40) hour work week, one (1) week shall equal forty (40) hours.

Section 3. Vacation time may be accumulated from one anniversary year to the next anniversary year only, and the total carry-over shall be limited to two years vacation credit.

ARTICLE XXXIV
HOLIDAYS

Section 1. Effective January 1, 1996, employees shall be entitled to one hundred twenty (120) hours of holiday pay. Effective January 1, 1997, employees shall be entitled to one hundred forty four (144) hours of holiday pay. Holiday time off may be used in twelve (12) or twenty (24) hour blocks.

Section 2. If any employee is required to work any of the following holidays, they shall be compensated at one and one quarter (1 1/4) times their hourly rate:

- | | |
|------------------------|------------------|
| New Year's Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| Easter Day | Thanksgiving Day |
| Memorial Day | Christmas Day |

ARTICLE XXXV
COMPENSATION SCHEDULE

Section 1. Employees hired full time on or before October 1, 1996 shall be compensated as follows:

	<u>07/01/96 - 06/30/97</u>	<u>07/01/97 - 06/30/98</u>
First year of service -	\$36,000.00	\$36,000.00
Second year of service -	\$36,000.00	\$36,000.00
Third year of service -	\$37,286.00	\$38,871.00
Fourth year of service -	\$40,483.00	\$42,204.00
Lieutenants	\$39,000.00	\$42,510.00
Captains	\$41,000.00	\$44,635.00

Section 2. Employees hired full time after October 1, 1996 shall be compensated as follows:

First year of service -	\$26,244.00
Second year of service -	\$29,160.00
Third year of service -	\$32,400.00
Fourth year of service -	\$36,000.00

Fifth Year employees shall be moved to the fourth step of Section 1 upon entering their fifth year of service.

NOTE: The parties agree that the compensation reflected in Section 2 above shall not be subject to negotiation in the 07/01/98 contract negotiations.

NOTE: Depending upon prior experience and qualifications, an employee may be hired at any of the above steps.

ARTICLE XXXVI PARAMEDIC & ADVANCED EMT PAY

Section 1. Employees qualified as a "Paramedic" shall be paid an additional \$2,000.00 per year to be paid consistent with the employee's work schedule as part of the regular pay. As used in this section, qualified "Paramedic" shall mean an employee of the Fire Department who has successfully completed a "Paramedic" course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current "Paramedic" certification under all laws of the State of Ohio that govern said certifications, including any continuing education requirements. If the employee performs duties as a "Qualified Paramedic" for only part of the year, or remains with the Fire Department for only part of the year, the \$2,000.00 shall be paid pro-rata and consistent with the employee's work schedule. There shall be no lump sum payment of "Paramedic Pay".

Section 2. Employees qualified as an "Advanced EMT" shall be paid an additional \$350.00 per year to be paid consistent with the employee's work schedule as part of the regular pay. As used in this section, qualified "Advanced EMT" shall mean an employee of the Fire Department who has successfully completed an "Advanced EMT" course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current "Advanced EMT" certification under all laws of the State of Ohio that govern said certifications, including any continuing education requirements. If the employee performs duties as a "Qualified Advanced EMT" for only part of the year, or remains with the Fire Department for only part of the year, the \$350.00 shall be paid pro-rata and consistent with the employee's work schedule. There shall be no lump sum payment of "Advanced EMT Pay".

ARTICLE XXXVII DURATION OF AGREEMENT

Section 1.

a. This Agreement shall be effective upon execution and shall remain in full force and effect through June 30, 1998 unless otherwise terminated as provided herein.

b. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent not less than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

c. The written provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this _____ day of _____, 199__.

FOR THE EMPLOYER

FOR THE UNION

Mayor Leo Bender

Approved as to legal Form and Correctness:

Kevin P. Weiler
Law Director

Approved by Ordinance No. _____ passed this _____ day of _____, 199__.

**APPENDIX I
SUMMARY OF MEDICAL / HOSPITALIZATION COVERAGES**

<u>BENEFITS</u>	<u>COMPREHENSIVE MAJOR MEDICAL</u>
Dependent Age Limit	Birthdate to Age 25
Lifetime Maximum	Unlimited
Co-Insurance	80%
Deductible	\$100 Individual \$200 Family
Co-Pay Maximum (Does not include Deductible)	\$400 Individual \$800 Family
Non-Network Out-of Pocket	\$2,500 Individual \$5,000 Family
Prescription Drug Benefit Co-pay amount for each prescription	\$2.00 co-pay each prescription \$0.00 co-pay each generic prescription
 <u>HOSPITAL SERVICES</u>	
Non-Network Penalty	Additional 20%
Room and Board	80%
Ancillary Services	80%
X-Ray And Laboratory	80%
Hospice	80%
Private Duty Nursing	80%
Skilled Nursing Facility	80%
Home Health Care	80%
Inpatient Mental Health and Substance Abuse Services	80%, limited to \$10,000 per benefit Benefit period, \$25,000 combined Lifetime maximum
Outpatient Mental Health and Substance Abuse Services	50%, Limited to 50 visits and \$50 combined maximum per visit.
Organ Transplants (Includes pancreas as covered organ)	80%

**APPENDIX II
SUMMARY OF DENTAL COVERAGE**

BENEFITS

Orthodontic Waiting Period:	None
Orthodontic Coverage available for child only (to age 19, age 25 if a student).	
Deductible for orthodontic:	\$50.00
Maximum annual/lifetime benefit per person:	\$1,000.00
Orthodontia rate of benefit:	60%
The rate of benefit for diagnostic and preventive procedures: No deductible for diagnostic and preventive procedures.	100%
Rate of benefit for basic procedures:	80%
Deductible for basic procedures:	\$50.00
Rate of benefit for major procedures:	60%
Deductible for major procedures:	\$50.00
Maximum annual benefit per person for all procedures other than orthodontia:	\$1,000.00
Maximum of three (3) deductibles per family, per year.	