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AN AGREEMENT

between

THE CITY OF NORTH OLMSTED

and

**THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1267, AFL-CIO**

**Effective: January 1, 2012
Expires: December 31, 2014**

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ARTICLE I

PREAMBLE

THIS AGREEMENT is hereby entered into by and between the City of North Olmsted, Ohio, herein referred to as the "Employer" and the International Association of Fire Fighters, Local 1267, AFL-CIO, herein referred to as the "Association".

ARTICLE II

DEFINITIONS

2.1 In this agreement, the following terms, whether capitalized or not, shall have the following meanings:

<u>Agreement:</u>	This agreement including all amendments thereto.
<u>Aggrieved Party:</u>	Any employee or employees within the Association filing a grievance.
<u>Basic Hourly Rate of Pay for Line Personnel:</u>	For personnel that work a 50.4 hour work week, that rate of pay equal to the total annual salary of an Employee divided by 2620.8 hours.
<u>Basic Hourly rate of Pay for Staff Personnel:</u>	For personnel that work a 40 hour work week, that rate of pay equal to the total annual salary of an Employee divided by 2080 hours.
<u>Board of Health:</u>	The Cuyahoga County Board of Health.
<u>Call Back:</u>	The time an employee is called back to work and which is commonly understood by the Employer and the Association as call back time.
<u>Captain:</u>	An individual having the rank of Captain in the Fire Department.
<u>Civil Service Commission:</u>	The Civil Service Commission as is commonly recognized in the City of North Olmsted, State of Ohio.
<u>Civil Service Rules and Regulations:</u>	Rules and regulations as outlined by the Civil Service Commission from time to time.
<u>Compensatory Time:</u>	Time off in lieu of pay.
<u>Employee:</u>	Any full-time member of the Fire Department occupying the position of Fire Cadet/Paramedic, Fire Fighter, Lieutenant, or Captain.

<u>Fair Share Fee:</u>	Fee in lieu of dues, deducted from those full-time Employees of the Fire Department who are not members of the Association.
<u>Fire Cadet/Paramedic:</u>	An individual hired as an employee of the Fire Department who, at the inception of employment, holds certification as a paramedic from the State of Ohio.
<u>Fire Chief:</u>	The individual having the position of Fire Chief or his designee as appointed from time to time in the Fire Department.
<u>Fire Department:</u>	The City of North Olmsted, Ohio, Fire Department.
<u>Fire Fighter:</u>	
2 nd year	A Fire Fighter who has completed one (1) year of service with the City of North Olmsted performing work of this bargaining unit.
3 rd year	A Fire Fighter who has completed two (2) years of service with the City of North Olmsted performing work of this bargaining unit.
4 th year	A Fire Fighter who has completed three (3) years of service with the City of North Olmsted performing work of this bargaining unit.
5 th year	A Fire Fighter who has completed four (4) years of service with the City of North Olmsted performing work of this bargaining unit.
<u>Grievance:</u>	A complaint, dispute or controversy arising from an alleged misapplication or misinterpretation of the provisions of this Agreement.
<u>Grievance Procedure:</u>	The procedure outlined in Article VIII of this Agreement.
<u>Immediate Family:</u>	In the case of illness, Immediate Family shall be parent; parents of spouse; spouse and children of the Employee as well as other relatives living with the Employee if the Employee is acting as parent or guardian.

<u>Lieutenant:</u>	An individual having the rank of Lieutenant in the Fire Department.
<u>Light Duty:</u>	That work assigned to an employee during time when an employee is acting under disability or poor health.
<u>Line Personnel:</u>	Individuals working a 24-hour shift in a 72-hour period who are not Staff Personnel.
<u>Normal Work Schedule:</u>	One (1) twenty-four (24) consecutive hour shift followed by forty-eight (48) hours off duty, However, for reasons of shift transfer, training, Light Duty or emergency disaster, the Fire Chief may change an Employee's work shifts to meet the Employer's needs that are affected by a shift transfer, training, Light Duty or emergency disaster.
<u>Overtime:</u>	In the case of Line Personnel, any time worked in excess of twenty-four (24) hours in a seventy-two (72) hour period or as specified in Article XI.
<u>Paramedic Certification:</u>	That certification as awarded by the State of Ohio in accordance with the Ohio Revised Code.
<u>Safety Director:</u>	The individual occupying the position of Safety Director of the Employer from time to time.
<u>Seniority:</u>	A position determined by continuous service in the North Olmsted Fire Department from the employee's first date of employment. Continuous service shall be broken only in resignation, discharge, retirement, or leave of absence for personal reasons. Employees with the same employment date shall be assigned seniority in the order of their ranking on the Civil Service eligible list.
<u>Shift Captain:</u>	The individual designated as such or his designee.
<u>Staff Personnel:</u>	Staff Personnel permanently assigned to a forty (40) hour week and understood to be such personnel by the Employer and the Association. Individuals assigned to light duty are not considered to be

permanently assigned to a forty (40) hour work week.

State Employment Relations Board: The State Employment Relations Board of the State of Ohio.

Treasurer: The individual occupying the position of Treasurer of the Association from time to time.

Week Sunday through Saturday

ARTICLE III RECOGNITION

3.1 The Employer hereby recognizes the Association as the sole and exclusive bargaining unit with respect to wages, hours, and other terms and conditions of employment for all full-time employees in the Fire Department occupying the positions of Fire Fighter, Lieutenant and Captain. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE IV MANAGEMENT'S RIGHTS

4.1 All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public Employer and the exclusive representative, except as otherwise specified.

4.2 The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

4.3 Unless a public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public Employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public Employee or exclusive representative may raise legitimate complaint or file grievance based on the collective bargaining agreement.

ARTICLE V DUES DEDUCTIONS

5.1 The Employer agrees to deduct regular monthly Association dues from wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions. The dues deductions shall be made from the second paycheck of every month.

5.2 The Employer agrees to deduct from the salary of any employee, who is not a member of the Association, to pay to the Association by way of payroll deduction, a Fair Share Fee, as determined by the Treasurer of the Association but not to exceed the dues paid by Association members.

5.3 A check in the amount of the total dues and Fair Share Fees withheld from those employees authorizing dues and Fair Share Fee deductions shall be tendered to the Treasurer of the Association within fourteen (14) days from the date of those deductions. The Employer shall supply the Association with a list of those employees for whom deduction has been made.

5.4 The Association agrees to hold the Employer harmless from any and all liabilities and damages which may arise from the performance of its, the Employer's, obligations under this Article and the Association shall indemnify the Employer for any such liabilities or damages that do arise.

ARTICLE VI NONDISCRIMINATION

6.1 The parties to this Agreement agree to continue their policy of non-discrimination as required by applicable law based on sex, race, religion, disability, national origin, color or age, regarding employment, employment advancement, working conditions, rates of pay, acceptance into Association membership or selection for apprentice openings.

6.2 The Employer and the Association recognize the right of all employees to be free to join the Association, should they so desire, and to participate in lawful Association activities. The Employer and the Association agree that there shall be no discrimination by the Employer or the Association against any employee because of Association membership or non-membership.

ARTICLE VII

RULES, REGULATIONS, AND ORDERS

7.1 The Association agrees that its members shall comply with all Fire Department rules, regulations and orders, including those relating to conduct and work performance.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 Any employee shall have the right to present a Grievance in accordance with the procedure provided herein, free from any 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.

8.2 The following procedures shall apply to the administration of all grievances filed under this Article.

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

All Grievances shall be typewritten and filed on an Official Grievance Form. An Official Grievance Form shall be provided to the employee 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.

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

Article and Sections of the Agreement involved or past practice specifically related to benefits that are not addressed by language of the Agreement, and which does not conflict with the specific rights of the Employer contained in Article IV, Section 4.3 of the Agreement.

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, 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 grievance may be filed by any employee. Where a group of employees desire to file a grievance involving a situation affecting more than one (1) employee in a similar manner, one (1) employee selected by such group shall process the grievance. Such grievance shall be defined as a group grievance. The names and signatures of each employee, on behalf of which the grievance is filed, shall be presented on, or appended to, the grievance form and submitted to the Shift Officer. The grievance procedure outlined in Section 8.3 shall be used throughout.
- D. The preparation and processing of Grievances by employees or the Association may, with the Chief's or designee's approval, be conducted on duty, providing it does not interfere with the operations of the Fire Department. Grievance hearings may be conducted while on duty when practical in accordance with the Fire Chief's and/or Safety Director's schedule.
- 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 or Association 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 null and void. Should any of the time limits as specified herein end on any day that City Hall is closed then that time limit shall automatically be extended to the next regular business day. 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 the provisions of this Agreement.

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

STEP 1 – The Grievance shall be discussed between the employee involved and the Association representative of his choice, and his Shift Officer within ten (10) days of the occurrence on which the Grievance is based. If a settlement satisfactory to the parties cannot be reached within five (5) days of the initial presentation of the Grievance, the Aggrieved Party shall reduce the Grievance to writing as per Section 8.2 (A) and submit his written grievance to the Shift Officer. The Shift Officer shall indicate the date and time of receipt of the grievance, and affix his signature to the grievance form, and, within ten (10) days submit the grievance to the Fire Chief with a written report stating the substance of the grievance and any necessary background information that may be pertinent to the grievance. Copies of any written statements and documents shall be provided to the aggrieved party as well. Written grievances cannot be resolved at STEP 1 of the grievance procedure.

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 ten (10) days of the discharge of the employee.

STEP 2 – The Fire Chief shall render a written decision within ten (10) days after receipt of the Grievance. The Fire Chief may convene a hearing during that ten (10) day period with the aggrieved party and the Association representative of the aggrieved party's choice.

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 ten (10) 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 ten (10) days of the receipt of the appeal. The hearing will be held with the Aggrieved Party and his Association representative. The Director of Public Safety shall issue a written decision to the employee and his representative if requested, within fifteen (15) days from the date of the hearing.

STEP 4 – If the Grievance is not satisfactorily settled at Step 3, the Association, may, within thirty (30) days after receipt of the Step 3 decision, submit the matter to arbitration. The Association shall notify the Employer of its intent to appeal the Grievance to arbitration in writing. Within ten (10) days, representatives of the Association and Employer shall meet to select an arbitrator from the permanent panel herein contained to hear the grievance. The arbitrator shall be selected by alternate striking within ten (10) days after receipt of the list.

- (A) 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.
- (B) The arbitrator shall establish the hearing time and place, but it shall be, where feasible, within the jurisdiction of the City.

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

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

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

8.6 The panel of arbitrators shall consist of the following: 1) Nels Nelson; 2) Alan Miles Ruben; 3) Robert G. Stein; 4) Floyd Weatherspoon; and, 5) Matthew Franckiewicz.

ARTICLE IX

PERSONNEL REDUCTION

9.1 When a position in the Fire Department is abolished or an administrative layoff is ordered, and the position is above the rank of Fire Fighter, the least Senior officer in such rank shall be demoted to the next lower rank and the least Senior officer in such lower rank shall be demoted, and so on down until the least Senior person has been reached and he shall be laid off.

9.2 When a Fire Fighter's position, or Fire Cadet/Paramedic, has been abolished and is re-established, or has been administratively laid off and subsequently a decision to refill the position is made, the person who previously held that position shall be entitled to that position. If a position above the rank of Fire Fighter is abolished, then re-established, or administratively laid off, then subsequently a decision to refill is made, the person who previously held that position shall be entitled to that position. No new employees shall be hired until all laid off employees within that classification have been given the opportunity to return to work. Any employee laid off for more than forty-eight (48) consecutive months shall not be called to return to work.

9.3 Any Employee who has been laid off shall be subject to the terms and regulations of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

9.4 Any employee laid off and subsequently recalled to work shall return to work with all benefits and privileges previously held provided the same have not been used, including but not limited to seniority, accumulated sick leave, holidays and vacation rights.

9.5 Employee must report all address and telephone changes while laid off.

9.6 Employee must agree to return to work within forty-eight (48) hours of recall or lose his right of recall. Employee must return to work within fourteen (14) days of the date of recall or lose his right to recall.

ARTICLE X

DISCIPLINE AND DISCHARGE

10.1 No employee shall be disciplined or discharged without just cause.

10.2 In all cases whereby the Employer takes disciplinary action against a member of this bargaining unit which results in the suspension or discharge of a non-probationary Employee, the Employee shall receive a written notification detailing the cause for the suspension or discharge and the effective date of the suspension or discharge.

10.3 In a case where the Employer takes disciplinary action resulting in suspension or discharge of a non-probationary Employee, the non-probationary Employee shall have a right to appeal such disciplinary action through the Grievance Procedure beginning at Step 3 and shall be filed in accordance with the time limits established in Step 1 of the Grievance Procedure. Verbal and/or written reprimands that do not in themselves result in suspension or discharge shall not be subject to the Grievance Procedure.

10.4 An Employee that has been suspended and/or discharged and chooses to file a Grievance, shall be permitted to, at his option, be allowed to call witnesses to present testimony relating to the suspension and/or discharge at the hearing. The Employer shall also be permitted to call witnesses to provide testimony relative to the suspension and/or discharge. Witness lists established by the Employer or the Grievant shall be exchanged five (5) days prior to the hearing. No other witnesses shall be permitted to testify unless so listed, or unless agreed upon by both parties, or unless called by either party as a rebuttal witness.

10.5 Failure of an employee to comply with the provisions of this Article and the provisions contained within Article VIII of this Agreement shall result in immediate forfeiture of further right of appeal.

10.6 Failure of the Employer to comply with the provision contained in Section 10.2, above shall result in rendering the suspension and/or termination null and void.

10.7 The time limits set forth within the Grievance Procedure (Article VIII) may be modified by written mutual agreement of the Association and the Employer.

10.8 The Employer shall notify the Association in writing of each disciplinary action involving suspension or discharge.

10.9 The Employer shall make every attempt to notify an Association representative in the event of any written discipline, suspension or discharge before the action is taken.

ARTICLE XI

OVERTIME

11.1 The Fire Chief will be the final authority in determining the need for overtime.

11.2 Overtime shall be paid in one-half (1/2) hour increments. With respect to overtime and Call Back, employees may be required to stay the entire time if in the discretion of the Chief or

designee the same is necessary. Employees shall receive a minimum of overtime compensation as listed below, providing such time does not abut the employee's regularly scheduled work day. Employees shall not receive a second minimum unless the employee has returned home upon the completion of the first minimum period.

- Holdover – Minimum ½ Hour
- Callback – Minimum of Two (2) Hours
- Paramedic Class – Minimum of Two (2) Hours
- Training – Minimum of Two (2) Hours
- Meetings – Minimum of Two (2) Hours
- Rocky River Municipal Court – Minimum of Two (2) Hours
- Common Pleas Court – Minimum of Four (4) Hours
- Juvenile Court – Minimum of Four (4) Hours
- Appearance at a Grand Jury – Minimum of Four (4) Hours
- Early Start for Training – Minimum of One (1) Hour
- All Other Overtime – Minimum of Two (2) Hours

11.3 Employees may request payment of Overtime at any time. Employees shall be paid for all Overtime hours accumulated in excess of one hundred twenty (120) hours on January 15, April 15, July 15, and October 15 each year.

11.4 Any cash payment for Overtime shall be paid at the rate of pay at which it was earned after applying Longevity increment applicable.

11.5 Upon retirement or death, an Employee or his estate shall be paid for all accumulated Overtime.

11.6 Upon promotion or change in rank, all accumulated Overtime will be paid at the rate the Overtime was earned.

11.7 Effective January 1, 2008, all overtime for line personnel shall be paid at the rate of one and one-half (1 ½) times the employee's basic hourly rate, calculated on a fifty and four-tenths (50.4) hourly workweek, except for the single exception of emergency holdovers (emergency holdover is defined to mean when personnel are held over because they are on an emergency run, and their tour of duty has ended), which shall be paid at the forty (40) hour rate. Overtime for staff personnel shall be paid at the rate of one and one-half (1 ½) times the employee's basic hourly rate for all hours actually worked in excess of eighty (80) hours in any bi-weekly pay period.

ARTICLE XII

UNIFORM ALLOWANCE

12.1 All employees shall maintain duty and dress uniforms as mandated by the Rules and Regulations.

12.2 All Fire Cadet/Paramedics, immediately upon appointment, shall be provided two (2) duty uniforms, one (1) uniform cap, one (1) universal squad 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.

12.3 Each employee shall receive an annual cash uniform allowance in the amount of one thousand three hundred fifty (\$1,350.00) dollars. Such allowance shall be paid in the employee's first paycheck of January each year providing they have twelve (12) months of service. Employees with less than twelve (12) months of service shall have such amount prorated.

12.4 Clothing allowance shall be prorated per month in the employee's final year of employment.

ARTICLE XIII

HOLIDAYS

13.1 On January 1st of each year, employees shall be entitled to seven (7), twenty-four (24) hour Holidays plus one (1) additional twenty-four (24) hour Personal day to be used at the employees discretion. The Personal day shall be subject to approval of the Fire Chief or his designee and shall be made in accordance with the rules governing any other time off request under the Holiday provision. However, should an employee retire or otherwise terminate employment for any reason other than death or disability, 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.

13.2 Selection of Holidays shall be made by the employee and be subject to the approval of the Fire Chief or his designee.

13.3 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.

13.4 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.

13.5 Each employee who works a shift beginning at 0800 hours on New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, and Christmas shall be compensated at time and a half pay plus longevity if applicable for all hours worked. All comp time will be paid at the Basic Hourly Rate of Pay for Line Personnel plus longevity if applicable.

13.6 Staff 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 (1/2) day Christmas Eve, and one-half (1/2) day New Year's Eve day, the employee's Birthday and a floating personal use day.

13.7 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 Holidays no later than sixty (60) hours prior to the scheduled Holiday, except as described in Section 13.10.

13.8 Seniority shall prevail on Holiday requests first by rank, then by date of promotion, then by years of service:

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

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

13.10 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.

13.11 All requests for Holidays shall be acted upon before the end of the shift on which they are submitted, except as in Section 13.4. This applies to request received prior to 1400 hours.

ARTICLE XIV

VACATION SCHEDULE

14.1 All Line Personnel 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 (1) year.

The amount of vacation time earned shall be as follows:

<u>Length of Service</u>	<u>Shifts</u>	<u>Year of Employment to be taken</u>
After one (1) year	Five (5)	Second (2 nd)
After two (2) years	Five (5)	Third (3 rd)
After three (3) years	Five (5)	Fourth (4 th)
After four (4) years	Five (5)	Fifth (5 th)
After five (5) years	Seven (7)	Sixth (6 th)
After six (6) years	Seven (7)	Seventh (7 th)
After seven (7) years	Seven (7)	Eighth (8 th)
After eight (8) years	Seven (7)	Ninth (9 th)
After nine (9) years	Seven (7)	Tenth (10 th)
After ten (10) years	Ten (10)	Eleventh (11 th)
After eleven (11) years	Ten (10)	Twelfth (12 th)
After twelve (12) years	Ten (10)	Thirteenth (13 th)
After thirteen (13) years	Ten (10)	Fourteenth (14 th)
After fourteen (14) years	Ten (10)	Fifteenth (15 th)
After fifteen (15) years	Twelve (12)	Sixteenth (16 th)
After sixteen (16) years	Twelve (12)	Seventeenth (17 th)
After seventeen (17) years	Twelve (12)	Eighteenth (18 th)

After eighteen (18) years	Twelve (12)	Nineteenth (19 th)
After nineteen (19) years	Twelve (12)	Twentieth (20 th)
After twenty (20) years	Fifteen (15)	Twenty-first (21 st)
After twenty-one (21) years	Fifteen (15)	Twenty-second (22 nd)
After twenty-two (22) years	Fifteen (15)	Twenty-third (23 rd)
After twenty-three (23) years	Fifteen (15)	Twenty-fourth (24 th)

14.2 All Staff Personnel 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 (1) year.

The amount of vacation time earned shall be as follows:

<u>Length of Service</u>	<u>Hours</u>	<u>Year of Employment to be taken</u>
After one (1) year	Eighty (80)	Second (2 nd)
After two (2) years	Eighty (80)	Third (3 rd)
After three (3) years	Eighty (80)	Fourth (4 th)
After four (4) years	Eighty (80)	Fifth (5 th)
After five (5) years	One-hundred twenty (120)	Sixth (6 th)
After six (6) years	One-hundred twenty (120)	Seventh (7 th)
After seven (7) years	One-hundred twenty (120)	Eighth (8 th)
After eight (8) years	One-hundred twenty (120)	Ninth (9 th)
After nine (9) years	One-hundred twenty (120)	Tenth (10 th)
After ten (10) years	One-hundred sixty (160)	Eleventh (11 th)
After eleven (11) years	One-hundred sixty (160)	Twelfth (12 th)
After twelve (12) years	One-hundred sixty (160)	Thirteenth (13 th)
After thirteen (13) years	One-hundred sixty (160)	Fourteenth (14 th)
After fourteen (14) years	One-hundred sixty (160)	Fifteenth (15 th)
After fifteen (15) years	Two-hundred (200)	Sixteenth (16 th)
After sixteen (16) years	Two-hundred (200)	Seventeenth (17 th)
After seventeen (17) years	Two-hundred (200)	Eighteenth (18 th)
After eighteen (18) years	Two-hundred (200)	Nineteenth (19 th)
After nineteen (19) years	Two-hundred (200)	Twentieth (20 th)
After twenty (20) years	Two-hundred forty (240)	Twenty-first (21 st)
After twenty-one (21) years	Two-hundred forty (240)	Twenty-second (22 nd)
After twenty-two (22) years	Two-hundred forty (240)	Twenty-third (23 rd)
After twenty-three (23) years	Two-hundred forty (240)	Twenty-fourth (24 th)
After twenty-four (24) years	Two-hundred forty (240)	Twenty-fifth (25 th)

14.3 The procedure for the selection of vacation time is described in Section 14.8, 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.

14.4 Employees shall be permitted to cancel scheduled vacation time no later than sixty (60) hours prior to the scheduled time.

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

14.6 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.

14.7 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.

14.8 Employees shall be permitted to request that earned vacation leave be accumulated in accordance with the provisions in 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 (1/2) 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 (1/2) (example – an employee is entitled to seven (7) shifts, he must use four (4) shifts and be eligible to accumulate or be paid for three (3) shifts). In no event shall an employee be permitted to carry over into the subsequent year more vacation than one-half (1/2) of the vacation earned in the prior year or be paid for more than one-half (1/2) of the vacation earned in the prior year. In no event shall an employee be permitted to accumulate a total aggregate vacation leave amount in excess of two (2) times the amount earned in the prior year.

14.9 Seniority shall prevail for vacation picks first by rank, then by date of promotion, then by years of service. 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 rank and then 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 a Kelley Day except as in 14.9(C)(2).
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 upon 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 14.9A(1) through (4).
2. During the third round of selections 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 or sold with the approval of the Fire Chief or his designee.
4. An employee who selects usage of accumulated vacation in accordance with 14.9C(3) shall lose his right to cancel any vacation in that calendar year.

14.10 After the third (3rd) round of vacation selection, any remaining vacation time an employee may have may be selected and approved at any time during the calendar year providing a vacation slot is available.

14.11 In the event that an 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.

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

ARTICLE XV

SICK LEAVE

15.1 Sick leave shall be earned in accordance with the Ohio State minimum requirements and accumulation shall be unlimited.

15.2 Line Personnel shall have the option to receive twenty six (26) hours compensatory time or twenty six (26) hours pay at the Basic Hourly Rate of Pay for Line Personnel plus Longevity for each six (6) consecutive months of unused Sick Leave. Staff Personnel shall have the option to receive twenty (20) hours compensatory time or twenty (20) hours pay at the Basic Hourly Rate of Pay for Staff Personnel plus Longevity for each six (6) consecutive months of unused sick leave. Selection of such time off shall be subject to the approval of the Fire Chief or his designee.

15.3 An employee or his estate shall be paid for unused, accumulated Sick Leave at the time of retirement, disability retirement or death. Payment shall be based upon the Basic Hourly Rate of Pay for his "work week" at the time of disability, retirement or death plus Longevity and the amount shall be one-half (1/2) of the unused Sick Leave with a maximum payment of one thousand (1,000) hours.

15.4 Any employee who transfers from one department within the City of North Olmsted to another shall be credited with the unused balance of Sick Leave accumulated.

15.5 Sick Leave may be taken for any of the following reasons:

- A. Illness or injury to the employee.
- B. Illness or injury of a member of the employee's immediate family.
- C. Medical, dental, or optical examination or treatment of the employee, where the treatment may not be scheduled during non-working hours.
- D. Exposure to contagious disease where quarantined by the Board of Health or communicable to other employees.
- E. Pregnancy of the employee where complications exist or childbirth by employee's spouse.

15.6 The Employer shall require an employee to furnish a standard form identifying the reason for the use of sick leave as per 15.5 and signed by the employee.

15.7 Before an absence may be charged against accumulated sick leave, the Employer may require proof of illness, injury or death as may be satisfactory to the Employer, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for three (3) consecutive work days must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer. This paragraph shall not be applied in an arbitrary, capricious or unreasonable manner.

15.8 If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon proof as is submitted or upon the request of medical examination, the Employer finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

15.9 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, including discharge.

15.10 Employees shall be permitted to contribute sick leave hours to a sick leave bank for use by any employee who has exhausted all of his own sick leave under the following conditions:

- A. The Sick Leave bank shall have a maximum balance of fifteen hundred (1500) hours.
- B. Employees that have suffered any illness or injury in the scope of their employment and have exhausted the benefits of Article XVII or were not covered by the provisions of Article XVII may draw from the sick leave bank after their own sick leave bank has been exhausted.
- C. Employees that have suffered any illness or injury to themselves or their immediate family outside of the scope of their employment may draw from the sick leave bank only after the employee has exhausted all of their own sick leave bank, vacation and holidays.
- D. Any employee that contributes sick leave hours to the sick leave bank shall not lose any sick leave bonus as granted by section 15.2.
- E. No employee shall be permitted to contribute more than one hundred (100) hours during his term of employment.
- F. Employees who have used hours from the sick leave bank shall be required to repay the sick leave bank one (1) hour for every two (2) hours used. Employees shall be required to repay a minimum of two (2) hours per pay period. Should an employee not be able to repay the sick leave bank prior to his separation from service then the sick leave bank shall be credited from his separation check. Such requirement of repayment may be waived by a majority vote of the Association's Executive Board of Local 1267, the Chief and Assistant Chief.

ARTICLE XVI

LEAVE OF ABSENCE

16.1 In addition to medical leaves to which they may be entitled to under the Family Medical Leave Act ("FMLA"), employees may be entitled to take a personal leave of absence with the approval of the Fire Chief. Any leave of absence for personal reasons shall not exceed a ninety (90) day period. If the personal leave of absence is for an event which qualifies for medical leave

under FMLA, then the Employer may require the employee to take the leave as medical leave under the FMLA.

16.2 To maintain any benefits normally paid by the Employer, the employee on a personal leave of absence as provided for in Article 16.1 or on a medical leave under FMLA, shall pay the cost of such benefits to the Finance Director on the first day of the month for which the benefit payment applies, provided, however, that employees on qualifying medical leaves under FMLA shall not be required to pay the Employer's share of their health insurance premium while on such qualifying medical leave.

16.3 If an employee does not report to the Fire Chief upon expiration of any leave of absence, he shall lose all rights of employment.

16.4 Probationary employees shall not be eligible for a Personal Leave of Absence.

16.5 Employees on qualifying military leaves of absence are entitled to receive all benefits guaranteed under applicable federal law and local ordinance to employees who are on such leaves of absence, but are not entitled to any benefits guaranteed to municipal employees on military leaves of absence by state law, so long as the Employer, by local ordinance or in collective bargaining agreements, provides benefits for such employees that vary from state law.

ARTICLE XVII

WORK RELATED ILLNESS/INJURY

17.1 The parties hereto recognize and agree that the duties of employees are such that said employees are exposed to disease and injury as a result of their assigned duties. It is the intention of the parties to provide to said employees, salary continuation benefits when an employee contracts an illness as hereinafter specified. Likewise, it is the intention of the parties to provide to said employee, salary continuation benefits when an employee is injured while responding to an emergency call, returning from an emergency call, operating at or during an emergency call or training that replicates emergency situations. It is not intended that salary continuation benefits be granted to employees who incur routine injuries in the performance of their duties in non-emergency situations.

17.1(a) In the event that a full time employee of the North Olmsted Fire Department should become ill due to contact with a life threatening illness (e.g., HIV, Tuberculosis, Meningitis, MRSA, C-diff, or other equally threatening illness) while on duty, and such illness has so incapacitated the employee that he temporarily is unable to work, the Fire Chief shall investigate and determine whether the illness is work related and of a temporary nature. The Fire Chief shall then forward his finding to the Safety Director who shall determine the nature and extent of the illness and how contracted, including the circumstances thereof. If after consideration of the totality of the facts, the Safety Director determines that said disease was contracted during employment and is of a temporary nature requiring medical leave, the Safety Director may authorize the full payment of the employee's regular salary for a period of ninety (90) days.

17.1(b) If an employee is injured while engaged in an emergency response, an injury investigation shall be conducted by the Injury Investigation Committee (The Fire Chief, an individual chosen by the Association and one (1) individual designated by the Safety Director). Said Committee shall investigate the facts and circumstances surrounding said injury and forward a report to the Safety Director. The Safety Director shall determine if the injury is work related and of a temporary nature. The Safety Director shall also determine the nature and extent of the injury and the cause thereof, including the surrounding circumstances. If after consideration of the totality of the facts determined from the investigation report and any independent determination of the Safety Director the Safety Director determines that it is appropriate to award said employee his regular pay he shall so order that payment be made for a period not exceeding ninety (90) days. Use of Injury Investigation Committee may be waived by mutual agreement of the Association and the Fire Chief on a case by case basis.

17.1(c) If after ninety (90) days either an illness or injury still temporarily incapacitates the employee, the Safety Director shall recommend to Council whether to continue salary. Council shall forthwith review the matter and by a majority vote determine whether the employee shall continue to receive full salary during recuperation.

17.2 Any full-time employee of the Fire Department who qualifies for benefits under this Section shall be required to pay over to the City any amount received from the Bureau of Workers' Compensation as supplemental wages. Further, if at any time the City determines, on the basis of medical evidence, that the employee is permanently disabled and will no longer be able to carry on his duties, then the City may terminate payments and insist that the employee go on a pension program.

17.3 Any employee who qualifies for the benefits under this Section shall not have his accumulated sick time reduced because of a qualified accidental injury or illness which occurred while in the line of duty.

17.4 In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his employment, and is sent to the hospital for testing, treatment, and/or preventive measures, and Worker's Compensation subsequently determines that there was no injury sustained, shall have all bills pertaining to the employee's testing, treatment, and/or preventive measures be the responsibility of the Employer.

17.5 Any employee of the Employer who has not qualified for any of the benefits of this article but has sustained an illness/injury in the scope of his employment and used his own sick leave may opt to turn over to the Employer any amount received from the Bureau of Worker's Compensation. Any amount turned over to the Employer shall be credited to the employee's Sick Leave Bank on a dollar for dollar basis.

ARTICLE XVIII

SALARIES

18.1 Effective January 1, 2012, all employees shall be paid in accordance with the following schedule, which represents a two and one half (2 ½%) percent increase in 2012, a two (2%) increase in 2013 and a two (2%) increase in 2014.

2012:

	<u>Annually</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Cadet/Paramedic – 1 st year	\$45,781.50	\$1,760.83	\$17.47
Fire Fighter – 2 nd year	\$49,405.90	\$1,900.23	\$18.85
Fire Fighter – 3 rd year	\$53,047.89	\$2,040.30	\$20.24
Fire Fighter – 4 th year	\$56,686.68	\$2,180.26	\$21.63
Fire Fighter – 5 th year	\$62,400.98	\$2,400.04	\$23.81
Lieutenant -	\$70,512.70	\$2,712.03	\$26.91
Captain -	\$77,917.40	\$2,996.82	\$29.73

2013:

	<u>Annually</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Cadet/Paramedic – 1 st year	\$49,697.13	\$1,911.43	\$18.96
Fire Fighter – 2 nd year	\$53,394.02	\$2,053.62	\$20.37
Fire Fighter – 3 rd year	\$57,108.85	\$2,196.49	\$21.79
Fire Fighter – 4 th year	\$60,820.42	\$2,339.25	\$23.21
Fire Fighter – 5 th year	\$66,648.99	\$2,563.42	\$25.43
Lieutenant -	\$75,312.96	\$2,896.65	\$28.74
Captain -	\$83,221.70	\$3,200.83	\$31.75

2014:

	<u>Annually</u>	<u>Bi-weekly</u>	<u>Hourly</u>
Cadet/Paramedic – 1 st year	\$50,691.07	\$1,949.66	\$19.34
Fire Fighter – 2 nd year	\$54,461.90	\$2,094.69	\$20.78
Fire Fighter – 3 rd year	\$58,251.03	\$2,240.42	\$22.23
Fire Fighter – 4 th year	\$62,036.82	\$2,386.03	\$23.67
Fire Fighter – 5 th year	\$67,981.97	\$2,614.69	\$25.94
Lieutenant -	\$76,819.22	\$2,954.59	\$29.31
Captain -	\$84,886.14	\$3,264.85	\$32.39

18.2 Fire Prevention Premium – All Fire Prevention Officers/Inspectors shall receive one thousand two hundred (\$1,200.00) dollars per year plus Longevity if applicable. Said payment shall be paid bi-weekly in the employee's regular payroll check for performance of said duty.

18.3 Acting In The Capacity of A Higher Rank – Any Fire Fighters or Officers assigned to act in the capacity of a superior Officer shall receive the pay of the rank assumed for all hours acting in such capacity.

18.4 All forms of compensation shall be paid by electronic deposit to commence at the Employer's convenience, but not less than thirty (30) days after the execution of this Agreement.

ARTICLE XIX

LONGEVITY

19.1 All full-time sworn employees shall receive longevity pay as additional compensation computed on annual salary as follows through December 31, 2012:

- 4% after employee completes 5 years of service
- 5% after employee completes 10 years of service
- 6% after employee completes 15 years of service
- 7% after employee completes 20 years of service

For the purpose of this section, the term annual salary is defined as base pay, overtime, vacation and sick pay.

19.2 All full-time sworn employees effective January 1, 2013 shall receive longevity pay as additional compensation to the annual salary as follows:

- \$500.00 after the employee completes 5 years of service
- \$1,000.00 after the employee completes 10 years of service
- \$1,500.00 after the employee completes 15 years of service
- \$2,000.00 after the employee completes 20 years of service
- \$2,500.00 after the employee completes 25 years of service

In computing length of service for the purpose of making payments of longevity increments as herein above set forth, no credit shall be given for part-time service with the Employer but such limitation is the only exclusion for the purpose of computing longevity.

19.3 Longevity compensation shall be paid accordingly in each employee's regular pay check on the anniversary date of hire.

ARTICLE XX

PARAMEDIC PAY

20.1 Employees that are certified by the State of Ohio as a paramedic shall be paid a bonus of one thousand four hundred (\$1,400.00) dollars 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.

20.2 Employees shall be permitted to drop their paramedic certification after fifteen (15) years of continuous service in order of seniority down. Employees that drop their Paramedic certification must maintain their EMT certification. Employees shall be permitted to drop their paramedic certification providing the total number of remaining paramedics does not fall below thirty-three (33). Should manning increase, the total minimum number of paramedics required would increase by one (1) for every three (3) additional hires. Should manning decrease, the total number of paramedics required would decrease by one (1) for every (3) staffing / employee reductions based upon forty six (46) employees.

20.3 Effective January 1, 2013 any employee wishing to promote to a higher rank shall be required to maintain paramedic certification. This section shall not apply to any employee that

has dropped paramedic certification prior to January 1, 2013 and currently hold the rank of Lieutenant or Captain.

ARTICLE XXI

HEALTH BENEFITS

21.1 The Employer shall provide either individual or family medical insurance coverage at the employee's option for each full-time employee pursuant to Appendix A.

21.2 Employee(s) participating within either an individual or family plan shall contribute an amount equal to ten (10%) percent of the plan premium or expected costs of such medical and vision plan and the Employer shall contribute ninety (90%) percent of such costs. The employee contribution shall be withheld via payroll deduction not later than the first pay period each month.

21.3 The Employer will offer a PPO plan that provides for annual deductibles, co-pays and co-insurance as set forth in the attached Plan design, providing said plan contains deductibles, co-pays, co-insurance benefits that are no less than those contained in Appendix A.

21.4 Employees shall participate in the AFSCME Dental Benefit Plan and Union Eye Care Vision Plan.

21.5 Expected cost of premium is defined as the cost of all medical, hospital, prescription drug and related fees including, but not limited to, administration fees.

21.6 The Employer reserves the right to establish plans, enrollment periods and regulations.

21.7 All employees shall receive twenty-five thousand (\$25,000.00) dollars in group term life insurance, paid for by the Employer.

21.8 The Employer shall cause to be implemented the current Health Care Plan as a qualified Plan under Section 125 of the Internal Revenue Code.

ARTICLE XXII

APPENDICES AND AMENDMENTS

22.1 All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by the Employer and the Association and shall be subject to all provisions of this Agreement.

ARTICLE XXIII

CONFORMITY TO LAW

23.1 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

23.2 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 but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

23.3 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXIV

ASSOCIATION BUSINESS AND MEETINGS

24.1 Not more than five (5) members of the Association either elected or appointed 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.

24.2 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. Additionally, all Association members shall be allowed to attend all Association meetings provided the Association members remain in service and receive approval of the Fire Chief, which approval shall not be unreasonably withheld.

24.3 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, which approval shall not be unreasonably withheld.

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

24.5 The Association shall maintain an address and phone number for its official business separate from City government addresses and phone numbers. The Association shall not use any City government address or phone number for Association or Association related business.

24.6 Employees elected or appointed by the Association to represent the Association may be granted up to four (4) twenty-four (24) hour shifts per year for attendance at regular and special meetings, state and national conferences and/or worker's compensation seminars, with the approval of the Fire Chief, which approval shall not be unreasonably withheld. It is understood that the attendance will not be approved if it will incur overtime, at the time the approval is granted. Additional time may be granted at the sole discretion of the Fire Chief.

ARTICLE XXV

HOURS OF WORK

25.1 The basic work week for Line Personnel assigned to platoon duty shall be an average of fifty and four-tenths (50.4) hours.

25.2 Employees assigned to Fire Prevention duty shall work a forty (40) hour week.

25.3 Twenty-four (24) hour shifts shall commence at 0800 hours in accordance with the Normal Work Schedule.

25.4 In order to facilitate the work week of fifty and four-tenths (50.4) hours, Line Personnel shall be entitled to additional time off with pay, known as Kelley Days. All Kelley Days shall be taken during the year of entitlement, shall not accrue from year to year, and shall be selected by the Employer.

25.5 The Employer shall annually provide each employee with a ten (10) shift cycle schedule and indicate the ten (10) shift cycles in which the Employer has scheduled his Kelley Days.

25.6 To alleviate scheduling problems, Kelley Days shall be taken as scheduled. Kelley Days shall be scheduled by January 1 of each year, and shall not be rescheduled for any reason without approval of the Fire Chief.

25.7 Any change in shift assignment other than for Light Duty shall, except in an emergency, require the Chief to provide seven (7) days written notice to any affected employee indicating the beginning and expected end, if any, of such change.

25.8 Employees shall have the right to exchange hours when, in the opinion of the Shift Officer, such changes do not interfere with Fire Department operations. All such changes are subject to the approval of the Fire Chief. No Overtime shall be allowed and no additional cost is to be incurred by the Employer due to such changes unless shift change was approved prior to any class being scheduled.

ARTICLE XXVI

LIGHT DUTY

26.1 The Fire Chief or his designee may at his discretion assign an employee to Light Duty, should an employee be unable to perform his regular job tasks. The employee shall provide upon request of the Fire Chief, medical certification from the employee's physician citing the employee's physical limitations, explaining why the employee can't perform his regular job task and responsibilities and a prognosis of how long the employee will be unable to perform his regular job tasks.

26.2 The employee may submit a request to the Fire Chief or his designee to be assigned to Light Duty. The employee shall first submit a request to the Fire Chief or his designee along with corroboration from the employee's physician citing: the employee's physical limitation, why the employee can't perform his job task and responsibilities and a prognosis of how long the employee will be required to refrain from performing his job task.

26.3 Light Duty, if approved, shall be limited to availability of Light Duty assignments and which is medically appropriate and which contributes to the function and mission of the Department. All Light Duty assignments are to be of a temporary nature.

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

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

ARTICLE XXVII

EXPENSE REIMBURSEMENT

27.1 Cadets shall receive six (\$6.00) dollars per day for expenses while in attendance at a state certified fire fighters training school as mandated by law.

27.2 Should a Cadet be required to travel round trip from N.O.F.D. #1 to school, the Employer shall reimburse at a rate per mile established from time to time, unless the Cadet travels in an Employer-owned vehicle.

27.3 Should a Cadet be required to be away from his residence overnight for such schooling, the Employer shall pay all costs for meals, housing and transportation.

ARTICLE XXVIII

COURT LEAVE

28.1 The Employer shall grant leave with the Basic Hourly Rate of Pay plus Longevity or Overtime Pay (as applicable) to an employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness in matters directly relating to his job as an employee of the Employer. Employees shall be paid a minimum two (2) hours overtime pay for appearance at Rocky River Municipal Court. A minimum of four (4) hours overtime pay shall be paid for appearance at a Grand Jury, Common Pleas Court or Juvenile Court.

28.2 The Employer shall grant leave with the Basic Hourly Rate of Pay plus Longevity to an employee for the period of time he is required to appear for jury duty.

28.3 The employee may be required to work weekends while on jury duty. He shall not be required to work twelve (12) hours before jury duty or twelve (12) hours after jury duty.

ARTICLE XXIX

CONTINUING EDUCATION

29.1 The Employer shall provide continuing education for those employees who are required to recertify in areas that require mandatory recertification for the employee to maintain employment. Costs for continuing education shall be paid by the Employer and if said education requires the employee to attend classes above and beyond his Normal Work Schedule, he shall be paid Overtime Pay. The education must be approved in advance by the Fire Chief or his designee.

ARTICLE XXX

EQUIPMENT AND GEAR

30.1 The Employer shall furnish and maintain at no cost to the employee all gloves, helmets, protective clothing and other protective equipment necessary to preserve and protect the safety and health of the employee as determined by the Fire Chief.

30.2 An Occupational Safety and Health Committee shall be established and shall serve in an advisory capacity to the Fire Chief. The committee shall include the designated Fire Department safety officer, representatives of Fire Department management, and three (3) members of the North Olmsted Fire Department, chosen by the Association, who have attained the rank of First Class or higher. The committee shall also be permitted to include other persons, to be appointed by the Fire Chief.

30.3 The purpose of this committee shall be to conduct research, develop recommendations, study, and review matters pertaining to occupational safety and health within the Fire Department.

30.4 The committee shall hold regularly scheduled meetings and shall be permitted to hold special meetings whenever necessary. Regular meetings shall be held at least once in every six (6) months. Written minutes shall be retained and shall be made available to all employees.

30.5 The committee shall make recommendations to the Fire Chief on matters concerning the safety and health of department members. The Fire Chief shall respond within fourteen (14) days or within a mutually agreed time frame. Should a dispute exist with respect to the decision of the Fire Chief regarding corrective measures, the committee may submit those recommendations to the Safety Director requesting relief from the Fire Chief's decision. Upon receipt, the Safety Director shall respond within ten (10) days. The decision of the Safety Director may be appealed to the Mayor or his designee and his decision shall be final.

ARTICLE XXXI

COMPENSATORY TIME

31.1 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. Employees shall be paid for all compensatory time accumulated in excess of four hundred eighty (480) hours on the next scheduled pay.

31.2 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.

31.3 An employee or his estate shall be paid for unused, accumulated Compensatory Time at the time of disability, retirement or death at the Basic Hourly Rate of Pay for his workweek plus longevity if applicable.

31.4 Compensatory time may be used in increments of not less than one (1) hour, except at the end of a shift in which case Compensatory Time may be used in half (1/2) hour increments up to one (1) hour.

ARTICLE XXXII

IMPASSE PROCEDURE

32.1 The procedures contained in the Section shall govern the settlement of disputes between the Employer and the Association concerning the modification of the existing collective bargaining agreement or negotiations of a successor agreement.

32.2 In the case of either party requesting modification of the current Agreement, the party requesting modification shall:

- A. Serve written notice upon the other party of the proposed modification. The Party must serve notice not less than sixty (60) days prior to the time it is proposed to modify.
- B. Offer to bargain collectively with the other party for the purpose of modifying the existing Agreement.
- C. Notify the State Employment Relations Board of the offer by serving upon the board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.
- D. Upon receipt of the notice, the parties shall enter into collective bargaining.
- E. In the event the parties are unable to reach an agreement, the impasse procedure as set forth in Section 4117.14C(2) O.R.C. shall prevail.

32.3 In the case of negotiating a successor collective bargaining agreement, the party requesting such negotiations shall:

- A. Serve written notice upon the other party of the proposed successor agreement not less than ninety (90) days prior to the expiration date of the existing Agreement.
- B. Offer to bargain collectively with the other party for the purpose of negotiating a successor agreement.
- C. Notify the State Employment Relations Board of the offer by serving upon the board a copy of the written notice to the other party and a copy of the existing collective bargaining agreement.
- D. Upon receipt of the notice, the parties shall enter into collective bargaining.
- E. In the event the parties are unable to reach an agreement, the impasse procedure as set forth in Section 4117.14 O.R.C. shall prevail.

32.4 The parties shall continue in full force and effect all the terms and conditions of the existing collective bargaining agreement for a period of sixty (60) days after the party gives notice or until the expiration date of the collective bargaining agreement, whichever is later.

ARTICLE XXXIII

BEREAVEMENT LEAVE

33.1 In the event of death of immediate family other than the Employee's spouse or children, the employee shall receive two (2) consecutive twenty-four (24) hour shifts off.

33.2 In the event of death of an Employee's spouse, children or stepchildren, the Employer shall provide a total of ninety-six (96) hours of compassionate leave.

33.3 For the purpose of this Article, Immediate Family is defined to mean:

Parents of the employee;
Parents of the employee's spouse;
Brothers and Sisters of the employee;
Step Parents of the employee;
Spouse and Children of the employee;
Relatives living with the employee if the employee is acting as a parent and/or legal guardian; and
Grandchildren of the employee.

33.4 In addition, employees may receive bereavement leave for the death of a grandparent of the employee or the employee's spouse, brother-in-law, or sister-in-law for a total of one (1) twenty-four (24) hour tour of duty.

33.5 Should an employee need additional time off as a result of the death of a spouse or children, and he can provide a medical certificate by his physician clearly stating the need for such additional time off in excess of the compassionate leave, such additional leave may be granted by the Fire Chief, and shall be deducted from the Employee's accumulated Sick Leave.

ARTICLE XXXIV

DRUG AND ALCOHOL POLICY

34.1 For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the examinations/drug screen testing provided for in this Article and the Employer's Drug Testing Procedures per the City of North Olmsted Drug Free Workplace Policy.

34.2 The City's drug testing policy shall be the drug free workplace plans established by the Bureau of Workers' Compensation (BWC), a copy of which is attached hereto as Appendix B. It is further agreed to by the Association and the Employer that only BWC Level 3 Drug Free Workplace Policy will be implemented by the parties, with random drug testing. If there are any changes in the BWC policy during the terms of this Agreement, the Employer shall notify the Union and all employees of the changes in writing at least ten (10) days prior to the effective

date of the changes, and the agreed upon policy attached to the CBA shall be updated to reflect the BWC changes, with copies being provided to the Association and employees.

34.3 If an employee is required to submit a written report, they shall be advised of the reason for such report.

34.4 In the event that disciplinary action is taken against a member, the member shall have the right to request the presence of an Association representative when such action is taken.

34.5 If all the screening and confirmatory tests are positive regarding the use of non-felonious drugs, the City shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. This provision shall apply to only the first incident of positive testing of or use of non-felonious drugs. Any employee testing positive for the use of non-felonious drugs the second time and any employee testing positive for and/or the use of felonious drugs may be subject to disciplinary action up to termination at the Employer's discretion without any rehabilitation program. The cost of the program will be covered by the employee's health insurance plan or the employer.

34.6 An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employee may be placed on an unpaid medical leave of absence.

34.7 Upon completion of the program and retest that demonstrates that the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the Employer's discretion, upon return to his position for a period of two (2) years from the date of his return.

34.8 Any employee in the above mentioned rehabilitation program will not lose any seniority should it be necessary that he be required to take an unpaid medical leave of absence.

ARTICLE XXXV

PROBATIONARY PERIOD

35.1 All new employees shall have a probationary period of eighteen (18) months. Probationary period will be extended until new employee has earned Paramedic Certification or thirty-six (36) months, whichever comes first.

During the probationary period, discipline, suspension or discharge by the Employer, shall not be subject to the Grievance Procedure.

If an employee is discharged or resigns during the probationary period described in the aforementioned Section of this Article, and is later rehired, he shall be considered as a new employee and subject to all terms contained within this Agreement.

ARTICLE XXXVI

PERSONNEL RECORDS

36.1 The Employer shall maintain an individual official personnel file for each employee. The official personnel file shall be located in the Department of Human Resources. Employees shall be permitted to inspect their individual personnel file during regular business hours (8:00 a.m. – 4:00 p.m.; Monday through Friday, excluding Saturdays, Sundays and Holidays) by giving reasonable notice and request to inspect said individual personnel file to the Director of Human Resources. Should the Director of Human Resources not be available at the requested time, he shall schedule a time mutually agreeable between himself and the employee. During the inspection of the official file, the employee may have one (1) representative present. The Employer may have one (1) representative present at the time the official personnel file is being inspected by the employee.

36.2 Subject to the provisions of Ohio's public records laws, only the Director of Human Resources, Fire Chief and the employee shall have access to the personnel file, except other City Officials may have access and inspect the personnel file as needed to perform the functions of their office.

ARTICLE XXXVII

LABOR MANAGEMENT COMMITTEE

37.1 In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, up to three (3) of the Employer's Representatives shall meet with up to three (3) Association Representatives to discuss pending problems or issues of concern and to promote a more harmonious Labor/Management relationship. The Mayor shall be present when his participation is necessary to resolve an agenda item.

37.2 An agenda will be furnished upon request of either party at least seven (7) days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Association representatives and management representatives who will be attending.

37.3 It is further agreed that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE XXXVIII

SAFE MINIMUM STAFFING

38.1 The City and Union shall establish a Fire Department Safe Minimum Staffing committee to develop an implementation plan on how to raise the daily minimum safe staffing levels of line personnel and will attempt to implement such plan as soon as possible. The Fire Department Safe Minimum Staffing committee shall consist of seven (7) members, 3 representatives of IAFF Local 1267, the Fire Chief, Human Resources Director, Finance Director and Safety Director. The Law Director shall act as legal advisor only. Two (2) members of City Council of which preferably one (1) shall be from the City Council Safety Committee and one (1) from the Finance Committee shall be invited to participate in said committee as advisors also. The committee shall

begin meeting within sixty (60) days following the signing of the collective bargaining agreement and meet monthly thereafter until completion.

ARTICLE XXXIX

GENDER AND PLURAL

39.1 Whenever the context so requires, the use of words herein, in the singular, shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XL

TOTAL AGREEMENT

40.1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified and discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained. Any claimed violation of this paragraph may be subject to the Grievance Procedure of this Agreement.

ARTICLE XLI

DURATION OF AGREEMENT

41.1 This Agreement shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014, and it shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing in accordance with Article XXXII.

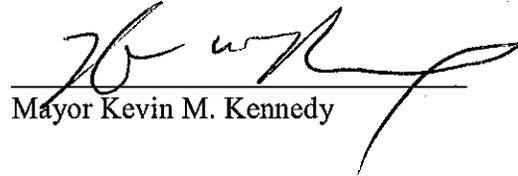
41.2 All letters of understanding, memorandums of understanding, policies and agreements previously entered into between the Association and the Fire Chief, Safety Director, Mayor or any other employee of the Employer prior to November 1, 2006, unless resigned by the Mayor prior to December 31, 2006, expire on December 31, 2006 and are null and void.

For the Association:
IAFF Local 1267

For the Employer:
City of North Olmsted



David B. Boatman - President



Mayor Kevin M. Kennedy



Kevin Zywiec - Vice President



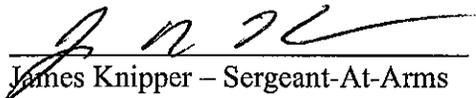
Carrie B. Copfer
Director of Finance



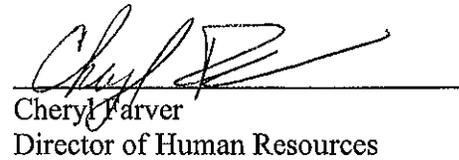
Matthew Peters - Treasurer



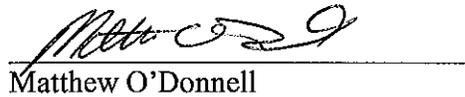
Scott Thomas
Director of Public Safety / Service



James Knipper - Sergeant-At-Arms

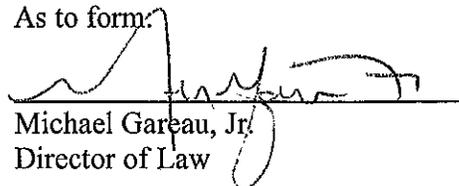


Cheryl Parver
Director of Human Resources

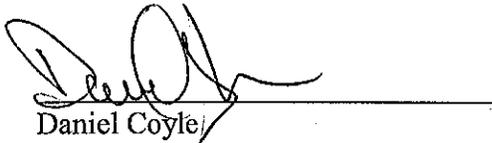


Matthew O'Donnell

As to form:



Michael Gareau, Jr.
Director of Law



Daniel Coyte

1/16/13

Date

Appendix A



City of North Olmsted
SuperMed Plus Plan
Effective 2012



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26	
Older Aged Child	28	
Pre-Existing Condition Waiting Period	Removal upon End of Month	
Blood Pint Deductible	No Subject to Pre-Ex	
Overall Annual Benefit Period Maximum	0 pints	
Benefit Period Deductible - Single/Family ¹	\$2,500,000	
Coinsurance	\$200 / \$400	\$400 / \$800
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family	80%	60%
	\$1,000 / \$2,000	\$2,000 / \$4,000
Physician/Office Services		
Office Visit (Illness/Injury)	80% after deductible	60% after deductible
Urgent Care Office Visit	80% after deductible	60% after deductible
Allergy Testing and Treatments	80% after deductible	60% after deductible
All Immunizations (including Routine)	80% after deductible	60% after deductible
Preventive Services		
Preventive Services, in accordance with state and federal law ⁶	100%	Not Covered
Office Visit/Routine Physical Exam (One exam per benefit period)	100%	Not Covered
Routine office visit in conjunction with a PAP	100%	Not Covered
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Immunizations and Laboratory Tests (to age 21)	100%	Not Covered
Routine Mammogram (one per benefit period)		100%
Routine Pap Test (one per benefit period)		100%
Routine PSA (one per benefit period)		100%
All Routine Labs, Tests and X-rays		100%
Outpatient Services		
Surgical Services	80% after deductible	60% after deductible
Diagnostic Services		100%
Physical/Occupational Therapy - Facility and Professional (10 visits then Med Review)	80% after deductible	60% after deductible
Chiropractic Therapy - Professional Only (Unlimited)	80% after deductible	60% after deductible
Speech Therapy - Facility and Professional (10 visits then Med Review)	80% after deductible	60% after deductible
Cardiac Rehabilitation	80% after deductible	60% after deductible
Emergency use of an Emergency Room ²		\$50 Copay, then 100%
Non-Emergency use of an Emergency Room ^{2,3}	\$50 Copay, then 80%	\$50 Copay, then 60%

Appendix A

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (100 days per benefit period)	80% after deductible	60% after deductible
Additional Services		
Ambulance	80% after deductible	60% after deductible
Durable Medical Equipment, Prosthetics	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	Not Covered
Hospice	80% after deductible	Not Covered
Organ Transplants	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
Mental Health and Substance Abuse – Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefit	
Outpatient Mental Health and Substance Abuse Services		

Note: Services requiring a copayment are not subject to the single/family deductible.

Coinurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a network provider will also apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²Copay waived if admitted.

³The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁴Not applied to Coinsurance Out-of-Pocket Maximum

⁵Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings as provided for in the Patient Protection and Affordable Care Act.

Appendix A



**City of North Olmsted
Prescription Drug Program**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
Removal upon End of Month		
Formulary Retail Program with Oral Contraceptive Coverage – mandatory mail order after the second retail fill of a prescription drug		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$30	30
Formulary Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$25	90
Formulary Copayment	\$50	90
Non-Formulary Copayment	\$75	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

Appendix B

Drug-Free Workplace Policy

I. Statement of policy

The City of North Olmsted believes it's important to provide a safe workplace for all employees. This includes dealing with drug and alcohol use that negatively affects every workplace. The City is concerned with the health and well being of all employees. Behaviors related to substance use can endanger all employees, not just the substance users. The City cannot condone and will not tolerate:

- Possession of illegal drugs on City property and in an employee's system on the job;
- Possession of alcohol on City property and/or in an employee's system on the job;
- Sale, purchase, transfer, trafficking, use or possession of any illegal drugs on the job;
- Arrival or return to work with illegal drugs or alcohol in an employee's system to the extent that job performance or safety is affected.

We exempt physician prescribed medications to an employee who takes the medicine as prescribed and does not compromise workplace safety.

Management is committed to this drug-free policy. It establishes clear guidelines for acceptable and unacceptable employee behavior in the workplace. We will not tolerate substance use in violation of this policy. We intend to hold everyone reasonably responsible for supporting this policy.

This policy describes the City's drug-free workplace program. We expect every employee to read and understand it. The policy applies to every employee. This includes top management and contractors. Anyone who violates this policy will be subject to the consequences stated in this document.

We intend to hold all employees accountable in terms of substance use. However, we will support employees who voluntarily identify their substance problems prior to testing.

We will subject employees, who have substance problems but do not come forward and then test positive for drug or alcohol use, to the employment consequences stated in the policy.

This policy and program will go into effect immediately. The program's five key parts are:

- The written policy, which clearly spells out the program rules and how everyone benefits;
- May include annual substance awareness education for employees;
- May include annual training for supervisors regarding their responsibilities;
- Drug and alcohol testing, the most effective way to change harmful behaviors related to substance use;
- An Employee assistance program.

The Director of Human Resources will be our drug-free coordinator. So, everyone knows who to go to for information or help. The Employment Specialist will arrange drug and alcohol testing. The Secretary in Human Resources also can share where employees can go to for help for themselves and their families if they have a substance problem.

Protections for employees

Our program protects employees from dangerous and unproductive behaviors attributable to substance use. It also has built-in protections of employee rights.

- We keep employee records, such as testing results and referrals for help, confidential. We share information on a need-to-know basis only. Violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.
- We're committed to helping employees who have a substance problem. We will review each situation. Employee assistance is available for employees and their families through a list of resources available through our drug-free coordinator. We want you to come forward if you have a problem. Remember, if you test positive, you risk losing your job, and we don't want that to happen.

Appendix B

- We may train supervisors in their duties related to testing before this program begins. They may also receive annual training to identify behaviors that may indicate a substance problem exists. Supervisors may learn how to refer employees for assistance and/or testing.
- Everyone may attend annual education sessions. Sessions may include sharing assistance resources.
- A local clinic will collect urine specimens and conduct breath testing. A laboratory certified by the federal government will analyze urine specimens for drugs. These labs ensure various substances present in an employee are of sufficient quantity to be a danger in the workplace. This system ensures the accuracy and fairness of every test. We also have a medical review officer (MRO), a physician trained in substance abuse, involved. When the MRO receives positive test results, he or she contacts the employee and any appropriate health-care provider or pharmacy. The MRO then can determine whether there is a valid reason for the presence of the drug in the person's system.
- Out testing program starts with an initial screening test. If the initial results are positive, the laboratory then uses a second test or confirmatory test. We established cut-off levels for each drug and for alcohol to determine what we will consider a positive test. These levels show the employee didn't just have a little of the substance in his or her system but enough to affect workplace safety and the ability to do the job. These cut-off levels come from federal guidelines and are fair for all employees.

Employee education

We'll distribute written copies of the Policy. We expect everyone to sign it; thus, confirming they received a copy. Later, we may have a qualified person explain why substance use is a workplace problem. He or she may also explain why substance use is a workplace problem. He or she may also explain the effects of various substances, signs/symptoms of substance use, and effects of commonly used drugs in the workplace and how to get help. Education aimed at getting everyone to understand the dangers of substance use may occur each year.

Supervisor training

We may train supervisors to recognize substance problems that may endanger the employee and others. They may also learn how to recognize policy violations. Once trained, they will recognize behaviors that may demonstrate an alcohol/drug problem, how to make referrals for help and for testing.

Drug and alcohol testing

We will test for drugs and for alcohol to detect and get employees not to use substances in a way that violates our policy. Testing will also allow us to take appropriate action to correct the situation. Testing will look for alcohol and the following drugs:

- Amphetamines (speed, uppers);
- Cocaine;
- Marijuana;
- Opiates (codeine, heroin, morphine);
- Phencyclidine (PCP, "angel dust")

Employee assistance

The City of North Olmsted believes in offering assistance to employees with a substance problem. We will offer the following help: we will make available to employees a list of local community resources to turn to for help. This list includes places to go for an assessment and for treatment.

II. When may testing occur?

We will test employees for the presence of drugs in the urine and/or alcohol (through saliva, breath and/or blood) under any of the conditions outlined below.

A. Post-offer, pre-employment [and/or new hire] drug testing

All applicants must undergo a drug test. A contractor whom we designate prior to employment will collect a urine specimen and a federally-certified laboratory will conduct the test. Any offer of employment depends upon satisfactory completion of this examination and/or screening. We and our examining physician will then determine if the applicant can perform the responsibilities of the position.

Appendix B

B. Reasonable suspicion testing

We will conduct reasonable suspicion testing when a supervisor suspects an employee may be in violation of this policy. Management will document the suspicion in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

- Observed behavior, such as direct drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use
- A pattern of abnormal conduct or erratic behavior;
- Arrest or conviction for a drug-related offense or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking. The employee must notify the City within five working days of any drug-related conviction;
- Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use;
- Newly discovered evidence the employee tampered with a previous drug or alcohol test;
- Reasonable suspicion testing does not require certainty. Mere hunches, however, do not justify testing. To prevent this, we may train all manager/supervisors to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol, or both.

C. Post-accident testing

We will conduct post-accident testing whenever an accident occurs which includes workers compensation accidents/injuries. We consider an accident an unplanned, unexpected or unintended event that occurs on our property during the conduct of our business or during working hours, or which involves one of our motor vehicles or a motor vehicle used in conducting company business, or is within the scope of employment and which results in any of the following:

- A fatality of anyone involved in the accident;
- Bodily injury to the employee and/or another person that requires off-site medical attention away from the City's place of employment;
- Vehicular damage in apparent excess of \$500.00 or if the driver is cited;
- Non-vehicular damage in apparent excess of \$500.00

When such an accident results in one of the situations above, we will test any employee who may have caused or contributed to the accident for drugs or alcohol use, or both.

Drug and/or alcohol testing after an accident

Once we determine a need to test, urine specimen collection (for drugs) or breath/saliva or blood (for alcohol) must occur as soon as possible after we determine a need to test. We will consider any employee who seeks to delay providing a specimen as refusing to be tested.

Employees responsible for a work-related accident in which he or she was injured must grant us the right to request attending medical personnel obtain appropriate specimens. These include breath, saliva and/or blood to conduct alcohol testing and urine to conduct drug testing.

Employees grant us access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident. This includes a full medical report from the examining physician(s) or other health-care providers. As a condition of employment, we require a signed consent-to-test form. We reserve the right to determine who may have caused or contributed to a work-related accident. We may also choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

D. Random Drug Testing

Random drug testing will include all full time employees and is conducted on an unannounced basis. A non-City testing organization uses computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random testing is designed to detect drug use in violation of the policy and ensure that we maintain confidence in our

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employees' abilities to perform their duties. The City has contracted with an outside vendor to perform the periodic selection of employees for inclusion in the random testing pools. The contractor selects employees at random for drug testing at any time during each calendar year. The City will provide employee identification numbers to be used in the random selection drawings. The contractor will, in turn, furnish the City with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the City to notify each employee who was selected with the date, time and location that random testing will be performed. When notified, it shall be the responsibility of the individual employee to provide a urine specimen for drug testing. An employee's failure to comply with the request for a specimen for random testing may result in termination of employment.

E. Follow-up testing after return to duty from assessment or treatment

We conduct this test of employees who previously tested positive but whose employment we did not terminate. We require a negative return-to-duty test before we allow the employee to return to work. If the employee fails this test, this may result in disciplinary action, up to and including termination. Once an employee tests negative and returns to duty, management will ensure additional tests occur. Any employee with a second positive test result will be disciplined, up to and including termination. Follow-up tests will be unannounced. They may occur at any time for a time period management considers reasonable. The intent is to deter any subsequent use that would violate the City's policy and result in termination of employment.

III. Substances to be tested for and methods of testing

Systems presence testing is the procedure used. This is how qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the employee.

If the initial screening test proves negative, then a negative test is declared. The qualified testing professional does a second test, called a confirmatory test, only if the initial test is non-negative. This means the results came in at or higher than the cut-off level for one or more drugs. There is also a confirmatory test for alcohol when the preliminary test is at or above the specified cut-off level.

Experts and the courts consider the confirmatory test 100 percent accurate. Scientific experts identified standard cut-off levels for each of the tested drugs after years of research. And employers have used these successfully for decades for both federal testing and non-regulated workplace testing. Professionals use these levels to interpret all drug screens/tests, including the drugs for which testing may occur under our drug-free policy. We reserve the right to add or delete substances on the list above, especially if mandated by changes in existing federal, state or local regulations or laws.

For alcohol testing, a medical clinic that uses only certified equipment and personnel will conduct testing. We will consider breath alcohol concentrations exceeding 0.02 BAC a verified positive result. In the event of an accident where an employee has blood alcohol drawn at a medical treatment facility, we will consider a result equal to or greater than 0.04 BAC a verified positive result. The collection site will typically use an Evidentiary Breath Test (EBT) to confirm any initial positive test result performed through saliva or breath testing.

We may terminate employees adulterating, attempting to adulterate or substituting a specimen or otherwise manipulating the testing process. We will consider refusal to produce/provide a specimen a positive test unless there's a verifiable medical reason.

IV. Specimen collection procedure

Trained collection personnel who meet standards for urine collection and breath alcohol testing will conduct testing. We require confidentiality from our collection sites and labs.

We permit employees to provide urine specimens in private, but subject to strict scrutiny by collection personnel. This avoids any alteration or substitution of the specimen.

Likewise, the collection site will conduct breath alcohol testing in an area that affords the individual privacy. In all cases, there will be one individual tested at a time.

Appendix B

We will consider failure to appear for testing when scheduled refusal to participate in testing. Such failure may subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

V. Review of test results

To ensure we treat every tested employee fairly, the collection site uses the services of an MRO. The MRO is a doctor with a specialized knowledge of substance abuse disorders. He or she can determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive. We follow the federal requirement that the MRO may not be affiliated with the federally-certified lab that does the urine analysis.

VI. Employees' rights when there's a positive test result

Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If the MRO makes contact, he or she will inform the employee of the positive finding. The MRO will give the employee an opportunity to rebut or explain the findings.

The MRO can request information on recent medical history. He or she can also ask for medications taken within the last 30 days by the employee. If the MRO finds support in the employee's explanation, he or she may ask the employee to provide documentary evidence to support his or her position. Evidence can include treating physicians and pharmacies, which filled prescription, etc.

A failure on the part of the employee to provide documentary evidence will result in the MRO issuing a positive report with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a report of a positive test result.

VII. Reporting of results

The collection facility will report all test results to the MRO prior to reporting the results to us. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. The collection facility will list each substance tested along with the results of the testing.

We will receive a summary report, which indicate the employee passed or failed the test. We intend these procedures to be consistent with guidelines for MROs, published by the Department of Health and Human Services.

VIII. Storage of test results and right to review test

We will store all records of drug/alcohol separately from the employee's general personnel documents. We will maintain these records under lock and key. We limit access to designated City officials.

We will use the information only to properly administer this policy and to provide to certifying agencies for review as required by law. We charge designated company officials with access to records with the responsibility for maintaining their confidentiality. Any breach of confidentiality may be an offense resulting in termination of employment.

Any employees tested under the policy have the right to review and/or receive a copy of their own test results. An employee may request to receive his or her test results by giving written notice to the drug-free coordinator. We will use our best efforts to promptly comply with this request. And we will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

IX. Positive test results

We will immediately take employees found to have a confirmed positive drug or alcohol test off safety-sensitive duties. We will subject these employees to discipline up to and including termination.

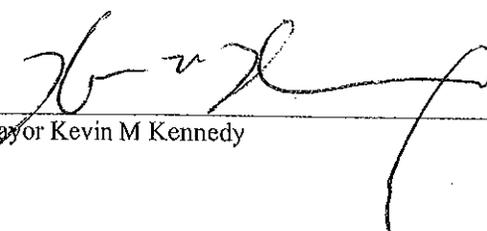
Appendix B

X. Termination notices

In those cases where substance testing results in the termination of employment, termination notices will list misconduct as the reason. We will deem termination for cause.

XI. Governing Law

The Drug-Free Workplace policy and procedure shall be interpreted and implemented in accordance with applicable state and federal law, including but not limited to Revised Code Chapter 4117 governing collective bargaining agreements. In the event of any conflict which cannot be reasonably reconciled, the terms of the CBA shall control.



Mayor Kevin M Kennedy

1/10/13

Date