

ORDINANCE NO. 2023 - 25

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1690, AND DECLARING AN EMERGENCY

WHEREAS, a Collective Bargaining Agreement, effective January 1, 2023, through December 31, 2025, was made between the City of Parma Heights and the International Association of Firefighters Local 1690 (IAFF), with respect to terms and conditions of employment of firefighters in the Fire Department of the City; and

WHEREAS, the 2020-2021 Collective Bargaining Agreement expired at 11:59 P.M. on December 31, 2021; however, the parties have been operating under the status quo until now.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio;

Section 1: The Collective Bargaining Agreement with the International Association of Firefighters Local 1690 attached hereto and incorporated herein as Exhibit "A", is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: Ordinance 2020-21 for the Collective Bargaining Agreement for the period beginning January 1, 2020 and ending on December 31, 2021 is repealed.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure for the public peace, health, and safety of the Municipality, and for the further reason that the provisions of this Ordinance are immediately required in order to continue the highest possible level of efficiency and service of the Fire Department of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: April 24, 2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

April 24, 2023
APPROVED

FILED WITH
THE MAYOR: April 24, 2023

Marie Gallo
MAYOR MARIE GALLO

EXHIBIT A

AGREEMENT

BETWEEN

THE CITY OF PARMA HEIGHTS

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 1690**

SERB CASE NO: 2021-MED-09-1265

**EFFECTIVE JANUARY 1, 2023
THROUGH DECEMBER 31, 2025**

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is hereby entered into by and between the City of Parma Heights, Ohio, hereinafter referred to as the "City" and the International Association of Fire Fighters, Local 1690, hereinafter referred to as the "Union".

Section 2. Headings. The Article and Section headings in this Agreement are included only for convenience and reference and will not in any way affect the meaning or interpretation of any provisions in this Agreement.

Section 3. Purpose. In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, the City now desires to enter into an agreement reached through collective bargaining, which will have as its purposes, among others, the following:

- (1) To set forth in written form wages, hours, conditions of employment which have been mutually agreed upon by the City and the Union.
- (2) To promote individual efficiency and improved service to the citizens of the City of Parma Heights.
- (3) To provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

ARTICLE 1 RECOGNITION

Section 1. Included. The Union is recognized as sole and exclusive representative for the duration of this Agreement of full-time employees in the classifications of Fire Captain, (except Executive Officer or Officer acting in absence of Chief), Fire Lieutenant, Fire fighter 3rd year, Fire fighter 2nd year, Fire fighter 1st year, and Fire fighter in training.

Section 2. Excluded. Part-time Seasonal and Temporary Employees and Supervisors, as defined in O.R.C. 4117.01(F), are excluded from the bargaining unit for which recognition is granted.

ARTICLE 2 DUES CHECK-OFF

Section 1. Deductions/Authorization. The City will deduct an initiation fee and regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union or individual, written authorization cards voluntarily executed by an employee and bearing his signature.

Section 2. Revocation of Deduction Authorization. Authorization and revocation shall be in compliance with Section 4117.09(B)(2) and (C), Ohio Revised Code.

Section 3. Remittance of Deductions. Deductions made pursuant to this Section shall be remitted by the City to the Union once each month; and upon receipt, the union assumes full responsibility for all funds deducted.

Section 4. Fair Share. No “fair share fees” will be withheld from an employee’s pay unless and until the law changes to again permit the withholding of “fair share fees.” If the law changes to again permit the withholding of “fair share fees,” the Union and the City agree to meet within thirty (30) days to bargain over the effects of reinstating “fair share fee” provisions in this Agreement. If the previous language set forth below is permissible, it will be reinstated at that time.

As a condition of employment, on or after the termination of a period of sixty (60) days following the beginning of a new employee’s service or the effective date of this Agreement, whichever is later, any employee in the unit who is not a member of the Union shall pay, through employee deductions to the Union, a fair share fee, which fee shall not exceed the dues paid by members of the union.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1. Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

- (1) 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;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City’s needs in the area covered by this Agreement;
- (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (6) Make any and all rules and regulations;
- (7) Determine the adequacy of the work force;
- (8) Determine the overall mission of the employer as a unit of government;
- (9) Effectively manage the work force;
- (10) Take actions to carry out the mission of the public employer as a governmental unit.

Section 2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of Employer, in regard to the operation of its work and business and the direction

of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively those of the Employer.

ARTICLE 4
NO STRIKE

Section 1. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, by state statute, not sanctioned by the Union and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

Section 4. It is further agreed that any violation of this section 6.01 through 6.04 shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Federal/State Discrimination Allegations. The employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, sexual orientation, or gender identity.

Section 2. Gender Neutral. Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

Section 3. Union Membership/Affiliation. The Union and the Employer agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members. The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining

unit, without any unlawful interference, restraint or coercion from the Employer, and shall respect the rights of all employees of the Fire Department. The Union shall have the right to solicit membership of all new employees and the Employer agrees not to interfere with the rights of employees to join and participate in lawful union activities.

Section 4. Meetings. In the interest of attempting to resolve outstanding issues that may arise under this article or would be otherwise appealed to an external administrative agency (i.e., SERB, EEOC, or OCRC), the Employer, the member involved, and appropriate representative, shall meet as soon as practicable in an effort to resolve the alleged violation upon being notified of a potential dispute implicating this subject matter.

ARTICLE 6 **UNION ACTIVITY/REPRESENTATION/MEMBER CONDUCT**

Section 1. Union Representation. The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and Employer. Nothing herein contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer.

Section 2. Union Meetings/Use of Employer Facilities. Meetings of Union members will be permitted on the premises of the Fire Department, provided that the normal work and duties are not interrupted by such meetings and that the time and location within the premises of said meetings shall receive prior approval from the Fire Chief. Such approval shall not be unreasonably denied.

Section 3. Agreement Copies. The employer shall provide each member of the bargaining unit with a PDF copy of the Agreement, which will be placed on each members' home page in the Station computers.

Section 4. Union Decals. Union shall have the right to place a "Staffed By IAFF Local 1690" decal on every vehicle staffed by members of Local 1690. The decal shall be approximately 7"x9" and placed on each side of the vehicles.

Section 5. Member Conduct/Higher Standards. It is agreed that the employees of the Fire Department shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

ARTICLE 7 **NO-STRIKE/NO-LOCKOUT**

Section 1. The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the City.

Section 2. In addition, the Union shall cooperate at all times with the City in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or withholding of service from the City is prohibited by state statute, not sanctioned by the Union and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of the Article, the City shall be entitled to seek and to obtain immediate injunctive relief.

Section 4. It is further agreed that any violation of this section 7.01 through 7.04 shall be automatic and sufficient ground for immediate discharge or other disciplinary action as determined solely by the City.

Section 5. The City will not lock out any employee during the term of this agreement.

ARTICLE 8 **MAINTENANCE ACTIVITIES-LIMITATIONS/HEALTH AND WELLNESS**

Section 1. Hydrants. On duty firefighters will not be required to shovel hydrants. Off duty firefighters (not part of the daily manning) called in on overtime rate may be used to shovel hydrants. The City reserves the right to utilize non-bargaining unit employees to clear snow from hydrants, if necessary.

Section 2. Station Maintenance. Between 1600 hours and 0700 hours no employee will be required to engage in routine housekeeping, station maintenance or exterior maintenance activities. Activities related to preparing or keeping an emergency vehicle in service may be performed at any hour. Training and community relations activities are excluded from this provision.

Section 3. Lawn Care. Firefighters shall not be required to perform any lawn care or landscaping.

Section 4. Health & Wellness. In efforts to promote health and wellness in the fire department, Lieutenants shall not unreasonably deny permission for physical fitness training during the work day after daily assignments are finished.

ARTICLE 9 **RULES AND REGULATIONS**

Section 1. The union acknowledges that under this Agreement, the Employer has the right to promulgate and implement new and revised work rules, regulations, policies, and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs. The Employer agrees that, in doing so, no work rule, regulation, policy, or procedure shall conflict with any of the provisions contained herein.

guarantee of hours of work nor shall it be construed as a guaranteed annual salary. A training wage as specified above shall be paid to a probationary Firefighter until such time as the firefighter becomes a part of the regular staffing on the fire department. As soon as a probationary firefighter becomes part of regular staffing s/he will be paid at the firefighter 1st year rate.

Section 3. Emergency Response Pay. Any Fire fighter whose duty requires said Fire fighter to respond to emergency calls, whether as a Fire fighter, as an Emergency Medical Technician or as a Paramedic, shall be entitled to an emergency response allowance in addition to his regular compensation. This compensation will be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Paragraph 9.01 herein. The above amount shall be payable in two (2) amounts on the pay date closest to May 1 and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance until he shall have completed one (1) full year of service. On his first anniversary date, each such employee shall receive a pro rated amount for the months of service between his first anniversary date and the next installment of said allowance. When an employee leaves the Department through retirement, resignation or termination, the emergency response allowance shall be pro rated and the amount paid but unearned, shall be deducted from the employee's final paycheck.

Section 4. Acting Lieutenant Pay. When a Fire fighter is assigned the duty of "Acting Lieutenant" said Fire fighter shall be paid at a Lieutenant's normal rate of pay for such duty assignment.

Section 5. Tour of Duty Allowance. Those Fire fighters whose normal duty requires that they work at twenty-four (24) hour tour of duty (to be defined as a twenty-four (24) hour period from 8:00 A.M. of day one (1) through 8:00 A.M. of day two (2) shall be entitled to a tour of duty allowance which shall be paid in addition to the compensation set forth in Section 1 above. An allowance equal to thirty-cents (30¢) per hour shall be paid for hours worked between 4:00 p.m. and 12:00 a.m. and sixty-cents (60¢) per hour for hours worked between 12:00 a.m. and 8:00 a.m. An employee whose normal duty and regular schedule does not require him to work a twenty-four hour tour of duty shall not be eligible for the tour of duty allowance; even if he works in excess of twelve (12) hours in a day.

Section 6. Educational Bonus. Each member of the Fire Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00; payable in equal amount of \$100.00 on February 1 and August 1 of each calendar. However, no member of the Fire Department shall be entitled to any education allowance during the period of his probation as defined in Article 23, Section 1 of the Agreement. Any new member of the Fire Department completing his probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date. All members of the Fire Department presently holding said degree prior to January 1, 1986 shall be eligible for the yearly allowance set forth above, but in order to qualify for the said allowance on and after January 1, 1986, the Associate's Degree or the 4 year degree from an accredited college or university must be in Fire Fighting Technology.

Section 7. Paramedic Certification/Front-Line Squad Pay. It shall be a condition of employment that all employees hired on and after October 1, 1987 have and maintain a State of Ohio Paramedic Certification (EMT-P) for a minimum of fifteen (15) continuous years after employment. After said fifteen (15) year period of time, an employee may allow this EMT-P to lapse, if, and only if, after said employee allows the above mentioned certificate to lapse, there remain not less than twenty-one (21) full-time employees in the department holding a valid EMT-P. Effective January 1, 2017 employees that maintain a State of Ohio Paramedic Certification shall be compensated at a rate of an additional two dollars (\$2.00) per hour for all hours assigned to Front Line ALS Squad.

Section 8. Educational Stipend. Each member shall receive an allowance of \$200.00 (two hundred Dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must show proof of the class and the cost of the class to receive reimbursement. Employees who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

ARTICLE 11
SCHEDULING/TIME OFF RESTRICTIONS

When the Department roster is at twenty-nine (29) fire suppression officers or less there shall be no less than one (1) and no more than three (3) members scheduled off using any combination of Vacation, Holiday, and Kelly Days. The City shall put no further restrictions on scheduled time selection. The time off selection process shall be established by the Union. The final calendar of selections must be approved by the Chief to insure adequate staffing. If the department increases the roster size above twenty-nine (29) fire suppression officers, the City and the Union shall discuss changes to this clause.

ARTICLE 12
OVERTIME

Section 1. The regular members of the Fire Department, excluding the Fire Chief, shall be paid, in addition to their regular compensation, for the performance of overtime duties as provided below.

- (1) **48-hour Positions.** When any member of this Unit is called upon by the Mayor and/or Safety Director to perform duties in excess of one hundred four-four (144) hours in a twenty-one (21) day period, compensation for such time shall be calculated by multiplying his/her normal hourly rate of pay by 1.5 for the total number of overtime hours worked.
- (2) **40-hour Positions.** Any employee who is assigned to a 40-hour work week will be paid overtime for all hours actually worked in excess of 40 hours in that week by dividing the pertinent annual salary by 2080, and multiplying the quotient by 1.5. One week for those members on a 40-hour week will be defined as 00:00 hours on Sunday to the following Saturday at 23:59 hours.
- (3) **Training Period Overtime.** Newly hired employees in the pay classification of Firefighter Training will be paid according to the same 21-day cycle as all other

Firefighters. However, during the training period those in the Firefighting Training classification may, at the discretion of the Chief, be assigned on a weekly basis to work either 40 hours over 5 days, or 48 hours over 2 days. When assigned to a 40-hour week a Firefighter in training will be paid overtime as described in this section. When assigned to a 48-hour week a Firefighter in training will be paid overtime on the same basis as all other Firefighters working a 48 hour schedule.

- (4) **Emergency Call-In Overtime.** In the event of the Union President, Secretary or Delegate attending a required Local, State or District meeting involving a duty day, the City shall provide compensation at the rate of time and a half (1.5) for off-duty personnel called in for "fill-in" duty. However, such time off and replacement provisions will not occur without the prior written approval of the Chief; and in the case of local meetings, the meetings will be scheduled when possible, so as to avoid necessity for fill-in duty. Such approval will not be denied except to satisfy manning requirements.
- (5) **Emergency Call-In Overtime.** When a regular fire fighter not on duty is called in for duty at a fire, he shall be compensated at his overtime rate for all hours worked on such call, but he shall receive overtime pay for not less than two (2) hours for the call in. When a firefighter not on duty is called in for duty that does not extend into his or her next regularly scheduled shift, that firefighter shall be compensated at the overtime rate for a minimum of four (4) hours.
- (6) **Off-Duty/Job Related Court Appearances.** When a member of the department not on duty is subpoenaed for testimony by a public official or court for testimony concerning his acts as a member of the Parma Heights Fire Department, he shall be compensated at the applicable rate for all hours spent in giving such testimony, but he shall receive not less than two (2) hours. This provision shall not include testimony at any criminal proceedings wherein the member is a defendant nor at a disciplinary hearing wherein the member is the party charged.

ARTICLE 13 **COMPENSATORY TIME**

Section 1. Compensatory Time/Minimum Increments for Use. Compensatory hours may be accumulated in lieu of compensation up to a maximum of one hundred ninety-two (192) hours. Effective January 1, 2024, Firefighters may not accumulate additional compensatory time above one hundred forty-four (144) hours.

Said hours will be accumulated at the rate of 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Firefighters may utilize said bank of overtime hours with the prior approval of the Chief in increments of not less than two (2) hours of time off or such lesser time as the Chief, in his sole discretion, determines proper.

Section 2. Compensatory Time/Limitations/Request Procedure. In compliance with the Beck vs. City of Cleveland case the City will not deny the timely request to use compensatory time solely due to the fact that such usage will create the need for overtime fill-in. However, in

view of the need to ensure operational efficiencies the following conditions must be met: (a) Firefighters may not use comp time on Holidays or during declared or active emergencies in which the Fire Chief or designee determine that additional staffing is needed to mitigate the emergency; (b) Comp time usage requests must be made no later than 0700 hours on the day the comp time is to be used; (c) A request to use comp time during an on-going tour (i.e., after the 0700 hour cut-off) will only be honored if a fill-in firefighter can be secured. The firefighter requesting such comp time may not leave the station until the replacement firefighter reaches the station.

Section 3. Compensatory/Carryover-Cashout Requests. Firefighters may request a payout of compensatory time at any time throughout the year. Requests for compensatory time payouts must occur at least twenty-eight (28) days after that said compensatory time was earned. All compensatory time banked as of December 31, 2022 in excess of ninety-six (96) hours will be paid in cash in the first full pay period in January of the following year by multiplying the excess hours times the firefighter's normal hourly rate of pay. Effective December 31, 2023, all compensatory time banked as of December 31st in excess of seventy-two (72) hours will be paid in cash in the first full pay period in January of the following year by multiplying the excess hours times the firefighter's normal hourly rate of pay.

ARTICLE 14 **UNIFORM ALLOWANCE**

Section 1. Amount. Each regular full-time member of the Fire Department holding the rank of Firefighter shall be entitled to a uniform allowance of Seventeen hundred fifty dollars (\$1,750.00). Each member of the Fire Department holding the rank of Lieutenant shall be entitled to a uniform allowance of Fifteen-hundred dollars (1,500.00). One-half of the uniform allowance will be paid on the date closest to February 1st, and the date closest to August 1st, of each calendar year. However, no new member of the Fire Department shall be entitled to any uniform allowance during the first eighteen (18) months of his probationary period as defined in Section 19.01 of the Agreement. Any new member of the Fire Department completing his eighteenth (18th) month of his probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive upon appointment an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date. Employees whose employment is terminated, for whatever reason, between the end of the eighteenth (18th) month and the conclusion of the twenty-fourth (24th) month will have their last payroll check reduced by the prorated unused portion of the union allowance paid between said months of the probationary period.

Section 2. New Hire Uniform Allotment. Each newly hired member of the Fire Department will be furnished at the City's expense, new uniforms and safety equipment in accordance with Exhibit "A" attached hereto.

Section 3. Replacement/Changed Uniforms/Uniform-Equipment Purchasing. All contaminated uniforms rendered unusable with bodily fluids shall be replaced at the City's expense. In the event that the City requires any changes in uniforms, or safety equipment, the City will furnish all full-time members of the Fire Department, at its expense, the first issue of

said newly required uniforms, or safety equipment. The city shall attempt to purchase "Union Made" and "Made in the U.S.A." uniforms and safety equipment.

Section 4. Safety Equipment Replacement. In order to maintain the departmentally mandated safety equipment required for use while on duty, the City agrees to continue to replace safety equipment, at the City's expense, at the discretion of the Fire Chief.

Section 5. Union /IAFF Logo Display. The Union shall have the right to display the Parma Heights Fire Department/IAFF Logo and Local Number on the following items; T-Shirts, Job Shirts, Fleece Cap, Golf Cap, Golf Shirts and Sweatshirts (see Exhibit "E"). Size of the logo shall not exceed four inches by four inches (4"x 4"). This provision shall not constitute a uniform change per section 11.03 above; and therefore the exercise of this option shall not be at the expense of the City.

Section 6. T-Shirts. All members of the Fire Department shall be allowed to wear approved T-shirts (in compliance with Exhibit C, Section 7) between June 1 through and including August 31, and any day between the hours of 1700 and 0800, or with the approval of the Chief.

ARTICLE 15
INSURANCE

Section 1. Insurance- Medical. Each regular full-time employee of the Fire Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay health insurance premiums on the 90/10 Health Insurance Plan, in accordance with the following charts:

Effective January 1, 2018, employees shall pay health insurance premiums on the 90/10 Health Insurance Plan, accordance with the following charts:

Tier	80/20	90/10
EE	\$ -	8%, capped at \$61.76
EE+SP	\$ -	8% capped at \$129.78
EE+CHR	\$ -	8% capped at \$ 105.06
FAM	\$ -	8% capped at \$ 182.30

With Incentive

Tier	80/20	90/10
EE	\$ -	\$30.00 less than above
EE+SP	\$ -	"
EE+CHR	\$ -	"
FAM	\$ -	"

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

Section 2. Insurance Committee. There shall be an insurance committee created consisting of two (2) representatives of IAFF Local 1690, two (2) representatives of the OPBA, two (2) representatives of the FOP, two (2) representatives of Laborers Local 1099, two (2) non-bargaining (non-management) representatives and two (2) City representatives to discuss insurance options. Recommendations for modifications must be by majority vote of all eligible committee members. If the City approves any recommendations, such recommendations shall be subject to ratification by Local 1690 prior to implementation.

Section 3. Insurance-Group Life. Each regular full-time employee of the Fire Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of \$25,000.

ARTICLE 16 **VACATIONS**

Section 1. Annual Vacation.

- A. **Shift Personnel.** Each regular full-time member of the Fire Department working in a 48 hour workweek assignment shall be entitled to the following annual vacation benefits, based on the length of continuous employment: Five (5) tours of vacation with pay after (1) year of full-time active duty; eight (8) tours of vacation with pay after five (5) years of full-time active duty; ten (10) tours of vacation with pay after ten (10) years of full-time active duty; twelve (12) tours of vacation with pay after fifteen (15) years of full-time active duty; fourteen (14) tours of vacation with pay after twenty (20) years of full-time active duty.
- B. **40-hour Personnel.** Each regular full-time member of the Fire Department working in a 40 hour workweek assignment shall be entitled to the following annual vacation benefits, based on the length of continuous employment: eighty (80) hours of vacation with pay after (1) year of full-time active duty; one hundred twenty (120) hours of vacation with pay after five (5) years of full-time active duty; one hundred sixty (160) hours of vacation with pay after ten (10) years of full-time active duty; two hundred (200) hours of vacation with pay after fifteen (15) years of full-time active duty; two hundred forty (240) hours of vacation with pay after twenty (20) years of full-time active duty.
- C. **Conversion of Vacation between Shift and 40-hour assignments.** An employee who transfers from a 40-hour assignment to Shift Operations or from Shift Operations to a 40 hour assignment shall have his vacation leave balance adjusted proportionately based on the annual hours associated with the assignment into which he is moving by dividing or multiplying his vacation balance so that the assignment balance reflects the increased hours associated with annual shift operations or decreased hours associated with a 40-hour assignment. (e.g., $2496/2080 = 1.2$ conversion factor). An employee who transfers between a Shift and 40-hour assignment mid-year, after having used all of his vacation time for the year, shall not be credited with or be required to pay back vacation leave associated with that year.

Section 2. Mandatory Use/Scheduling. Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however,

that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary.

Section 3. Vacation Payout at Retirement/Separation. Vacation or payment in lieu of accrued vacation shall be granted to an employee after his or her retirement or termination of employment unless such termination of employment is made for cause in which event no such vacation, or payment in lieu thereof, shall be allowed. Payment in lieu of vacation shall be calculated at the employee's normal rate of pay.

Section 4. Vacation Accrual/Carry-over/Cashout for Shift Personnel. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Fire Department who has concluded twenty-one (21) years of service may at his option bank not more than six (6) tours of vacation per year up to a maximum of amount of eighteen (18) tours. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter bank additional hour after the eighteen (18) tours have been utilized. In lieu of banking vacation time an employee may turn-in for annual payment not more than six (6) tours per year up to a maximum of eighteen (18) tours. The City's finance department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

Section 5. Vacation Accrual/Carry-over/Cashout for 40-hour personnel. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Fire Department, who has concluded twenty-one (21) continuous years of service, may, at his option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

ARTICLE 17 **HOLIDAYS**

Section 1. Holiday Leave/Designated Holidays.

- a. **Shift Personnel.** Each regular, full-time bargaining unit member working in a continuous operations capacity shall be entitled to thirteen (13) paid holidays. Such holidays shall be paid on the basis of six and one-half (6.5) days, one hundred fifty-six (156) work hours off with pay on the basis of twelve (12) hours per holiday.

- b. **40-hour personnel.** Each regular, full-time bargaining unit member working in a 40-hour assignment shall be entitled to eight (8) hours of paid leave on each of the sixteen (16) paid holidays. In the event that operational needs so require, an employee assigned to a 40-hour schedule may be required to work in which case he would receive eight (8) hours of pay for the designated holiday and the applicable compensation for those hours worked that day.

An employee who transfers from a 40 hour assignment to Shift Operations or from Shift Operations to a 40 hour assignment shall have his holiday leave balance adjusted based on the number of holidays remaining in the year receiving credit at the value referenced in (a) above for use or reconciling any overages should an employee moving into a 40 hour assignment have consumed more holiday hours than he otherwise would have been entitled in the new role as may be applicable.

Section 2. Rate of Pay for Traditional Holiday Work. In addition to their regular holiday leave under Section 1, those employees who are required to work on the designed traditional holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving) shall receive one and one-half (1 ½) times their regularly hourly rate for each hour worked. In the event that an employee is required to work hours on a traditional holiday that are not part of the regular shift, the rate of pay will be two (2) times each hour worked.

Section 3. Rate of Pay for Work on Christmas. In addition to their regular holiday leave under Section 1, those employees who are required to work on Christmas Day from 8:00 A.M. on December 25 to 8:00 A.M. on December 26 shall receive two (2) times their regularly hourly rate for each hour worked. In the event that an employee is required to work hours on Christmas that are not part of the regular shift, the rate of pay will be two and one-half (2½) times the regularly hourly each hour worked.

ARTICLE 18 **JURY DUTY COMPENSATION**

Section 1. Each regular, full-time employee of the Fire Department shall, if called for Jury Duty, receive his regular compensation during the time spent in the capacity as juror less the amount paid him by the court for such duty as jurors.

In the event any member of the Fire Department is called for jury duty, he shall be free from all duty assignments from 8:00 P.M. Sunday to 8:00 A.M. the following Saturday provided said member is actually either serving on a jury or is being held by the court in a jury pool awaiting jury duty. In the event a member is released from jury duty in the middle of any week, he shall begin his next scheduled shift beginning not earlier than 8:00 A.M. the day following his release from jury duty.

ARTICLE 19
LONGEVITY PAY

Section 1. Additional compensation for continuous, full-time employment, which shall be entitled "Longevity Pay," which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

<u>Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment</u>	<u>Rate of Longevity Pay Per Month</u>
0 - 4	\$ - 0 -
5	\$ 20.83
10	\$ 41.66
15	\$ 62.50
20	\$ 83.33
25	\$104.16
30	\$125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in said calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of full years of continuous, full-time employment completed in that year as determined in accordance with the above schedule.

In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his or her continuous full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

ARTICLE 20
SICK LEAVE

Section 1. Accrual/Maximum Accumulation. Each regular full-time employee of the Fire Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Annual maximum sick leave accrual shall be 143.52 hours.

Unused sick leave shall be cumulative up to a maximum of two-thousand and ninety two (2092) hours. Notwithstanding any provision to the contrary Fire Department personnel normally employed on a forty (40) hour week shall be entitled to an accrued sick leave not to exceed one-thousand seven hundred and fifty (1750) hours.

Section 2. Documentation. Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of one (1) day, shall require certification as to the nature of illness or injury from the employee's licensed medical practitioner.

Section 3. Funeral Leave. An employee may use a portion of his or her accumulated sick leave for funeral arrangements and services for his or her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece, and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

Section 4. Sick Leave Severance Payment. At the time of retirement from active duty with the City with ten (10) or more years of full-time service with the City or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent (60%) of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death (Retirement to be as defined in Police and Firemen's Disability and Pension Fund Regulations). Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent (60%) of one-thousand and two hundred (1200) hours. The formula for computation shall be:

$$\frac{\text{Annual Rate} \times (\text{Accumulated Hours} \times 60\%)}{2080}$$

An employee having less than ten (10) years of full-time service with the City of Parma Heights Fire Department shall also be permitted to convert, upon retirement from active duty, his unused accumulated sick leave under the above formula but conversion shall be limited to only that time earned with the City of Parma Heights, not to exceed one thousand two hundred (1,200) hours.

Section 5. Annual Personal Sick Leave Use. An employee may use up to 48 hours of his/her sick leave accrual for personal time-off. Such use of personal time-off shall not be counted as sick leave use for purposes of calculating the sick leave conservation incentive. Any of the designated personal time hours not utilized by December 31 of the current year will not carry forward into the subsequent year. Unused personal time-off will revert back to sick time hours on December 31 of the current year for purposes of unused sick leave accumulations.

Section 6. Non-Use of Sick Leave Incentive Payment. An additional 12-hours of comp time shall be placed in an employee's bank per quarter in exchange for zero hours of sick time used each quarter; the employee shall not utilize any sick time during the previous quarter in order to have said hours placed in bank. Quarters are defined as January through March; April through June; July through September; October through December. The usage of this comp time shall be subject to Section 10.01 (5) (6) (7) regarding the usage of comp time.

ARTICLE 21 **ON DUTY INJURY LEAVE**

Section 1. Amount/Procedure. Whenever an Employee is injured while on duty, the Employee is entitled to a maximum of two hundred seventy (270) calendar days of on duty injury leave pay from the date of injury provided the Employee reports such injury to the Chief, Assistant Chief or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than twenty-four (24) hours after the end of the Employee's shift by completing an OSHA 101

form; it will be the responsibility of the Chief, a Captain or a Shift Supervisor to whom the injury was reported to file the form.

Section 2. Injury Leave Reporting. The first report of injury shall be made to a medical provider appointed by the City or the Parma Hospital Emergency Room or Metro Health Hospital Emergency Room as soon as practicable but no later than twenty four (24) hours after the injury is reported to the Supervisor or end of shift whichever is later. The City appointed medical provider or the emergency room doctor must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room.

Section 3. Medical Examination/Release. At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury; (b) the extent of the injury; (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of the date of injury. Forms will be available at the Personnel Office and the Fire Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety.

Section 4. Follow Up Inquiries to Providers. Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives, which are maintained in the personnel office, relating to the Employee's injury.

Section 5. Second Medical Opinions. At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, the certification of a third medical doctor is required. The City shall select a third medical doctor from the BWC listing of physicians certified to practice in the Employee's type of injury from a mutually agreed upon list. The third medical opinion shall be a final and binding decision.

Section 6. Maximum Leave/Extension. An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary, an injured Employee may petition the Medical Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the Medical Review Board, shall not be unreasonably denied. The Medical Review Board shall be comprised of the Mayor or his designee and Safety Director, the IAFF 1690 Union President and one member of the IAFF 1690 bargaining unit selected by the Union President. In the event of a deadlock decision, the Medical Review Board

shall secure the services of a Mediator from SERB to resolve the deadlock. If an Employee exhausts the on duty injury leave as described in this section, the Employee will be required to utilize any available sick leave, other available paid leave, and further retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

Sections 7. Secondary Employment. The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights.

Sections 8. Light-Duty Assignments.

1. **Designation of Light Duty Assignments.** The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. Light-duty assignments shall be made in writing to the Employee.
2. **Review of Light Duty.** In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.
3. **Light Duty Restrictions/Parameters.** No Work Ability Form will be completed outside of the Employee's physical exam. It is expected by the City that work ability forms will only be compiled by the medical doctor based on a current medical examination of the injured Employee. The Employee shall receive a copy of all forms generated from the exam.
4. **Light Duty Scheduling.** The employee shall be returned to his regular shift on light duty status. The Fire Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.
5. **Medical Appointments During Light Duty Periods.** The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Fire Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Fire Chief.
6. **Vacation/Holiday Benefits while on Light Duty.** While on light-duty status the employee may at his option either take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment.
7. **Failure to Accept Light Duty.** Failure of the Employee to accept the light-duty status on the date specified will cause the on duty injury leave to terminate. Injury leave

subsequent to such a refusal to accept a light-duty assignment will be charged against the Employee's accrued personal time.

8. **Limited Secondary Employment.** While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 7 of the On Duty Injury Leave Article shall apply. Limited, non-strenuous assignments approved by the Chief may not have a time conflict with hours in the light duty assignment and cannot be of such a physical nature to suggest the absence from duty is illegitimate.

ARTICLE 22 **SHIFT EXCHANGE**

Section 1. Members of the Fire Department may trade scheduled tours of duty under the following conditions:

- (a) Trades shall be between members holding equal rank.
- (b) Trades may be for a period of hours or a tour of duty.
- (c) Trades shall not have an hourly limit.
- (d) Employees shall not be permitted to pay other employees for trading shifts.
- (e) A member requesting a trade of time shall submit the request. The shift officer shall place a record of the trade in the Department computer.
- (f) When a Fire fighter has agreed to trade time, he shall be responsible to fill the hours and shall be considered as regularly scheduled for the time.
- (g) The City shall assume no obligation for overtime incurred by any trade and any overtime required due to failure to complete a trade shall be the responsibility of the Fire fighter initiating the trade.
- (h) A request for a trade may be denied if the employee has already been scheduled to attend training, unless otherwise approved by the Assistant Chief. However, once a trade has been approved, it may not be rescinded due to subsequently scheduled training.

ARTICLE 23 **PROBATIONARY PERIOD**

Section 1. Initial Probationary Period. New employees will be considered to be on employment probation for a period of twelve (12) months. During the initial probationary period, discharge or suspension by the City shall not be subject to the grievance procedure.

Section 2. Promotional Probationary Period. Present employees who are promoted to a higher shall be on probation in said higher rank for a period of six (6) months from the effective date of the promotion. During the promotional probationary period, an employee may be returned to his former position or removed for "just cause."

ARTICLE 24
SENIORITY

Section 1. Only regular full-time employees of the Fire Department shall have seniority. A new employee shall have no seniority during the employment probationary period provided for in Article 24, Section 1 of this Agreement; but upon completion of the probationary period set forth in Article 24, Section 1, seniority shall be retroactive to the employee's last date of hire. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the Civil Service Eligibility List.

Section 2. Seniority shall mean an employee's uninterrupted length of continuous service with the City in a classification covered by this Agreement.

Section 3. Continuous service and seniority shall be broken when an employee:

- (a) Quits, resigns, or retires;
- (b) Is discharged for just cause;
- (c) Is laid off for twenty-four (24) consecutive months except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for thirty-six (36) consecutive months.
- (d) Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records.
- (e) Is absent without report for three (3) consecutive work days, unless his failure to report for work is excused by the City.

ARTICLE 25
PERSONNEL LAY-OFF AND RECALL

Section 1. Preemption. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force/layoff may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Parma Heights Civil Service Commission governing work force reductions.

Section 2. Procedure/Reductions in Promoted Ranks. When it becomes necessary in the Fire Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary, and temporary police officers have been laid off. When a position above the rank of regular fire fighter in the Fire Department is abolished, and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

Section 3. Use of Non-Bargaining Personnel During Periods of Layoff. In the event full-time firefighters are subject to layoff, no part-time, seasonal, auxiliary officers and temporary police officers shall be re-called until such time as all laid off full-time firefighters have been offered re-employment and/or re-hired. If layoff(s) of a member of the bargaining unit becomes

necessary, the City agrees that no funds will be used for any auxiliary police expenditures, including but not limited to pay, until such time as the laid off bargaining unit member is called back and reinstated.

Section 4. Re-Establishment of Previously Abolished Positions/Vacancies/Recall Rights. Should a position in the Fire Department once abolished or made unnecessary be found necessary to be recreated or re-established within two (2) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within two (2) years from the date of abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a regular and permanent employee; however, in the event that the oldest employee in point of service of those laid off had five (5) or more years of seniority at the time of his separation, said oldest employee shall be entitled to the position for a period of three (3) years from the date when abolishment or vacancy occurs.

If any employee laid off as prescribed in this section, enters into the active service of the Army, Navy, Marine Corps, or other armed service of the United States, the period such employee serves therein shall not be contained in the determination of the two (2) years or three (3) years stipulated as a maximum time within which reinstatements shall be made; such two-year or three-year period shall be computed exclusive of the time the employee spent in the armed services.

ARTICLE 26 **DISCIPLINE**

Section 1. The City reserves the right to invoke discipline procedures as required. Discipline may only consist of a written reprimand, an unpaid suspension or discharge from employment. All discipline shall be subject to the following procedures.

Section 2. Pre-disciplinary Conference. Prior to the imposition of any discipline, employee shall be entitled to a pre-disciplinary hearing conducted by the Chief. An employee shall be given a minimum of forty-eight (48) hours notice prior to the pre-disciplinary hearing. The notice shall specify the act(s) that are to be addressed, advise the employee of what evidence the employer has against him, provide a copy of any written statements or other written evidence in possession of the employer, and inform the employee that s/he has the right to the presence and advice of a union representative at the pre-disciplinary hearing. During the pre-disciplinary hearing, the employer shall present the employee with the charges and provide the employee a meaningful opportunity to respond. The employee may provide written documentation or witnesses in his or her defense if desired. Within seven (7) calendar days of the pre-disciplinary hearing, the Chief shall either issue a Notice of Discipline specifying the specific act(s) for which discipline is being imposed and the penalty to be imposed, or notify the employee that no discipline shall be rendered.

Section 3. Notice of Discipline/Disciplinary Appeals. All discipline shall be subject to the grievance and arbitration procedure set forth in the Agreement. Grievances filed under this Article may be filed initially at Step 3 (the Safety Director).

Section 4. Suspension with Pay Pending Investigation. An employee may be suspended with pay pending an investigation. A paid suspension, pending an investigation, shall not last more than seven (7) calendar days, and shall not be considered discipline.

Section 5. Administration of Suspension Level Discipline Pending Appeal. If an employee files a grievance concerning a suspension without pay, the suspension shall not be imposed until after Step 4 (the Mayor) of the grievance procedure. Under this circumstance, pending conclusion of Step 4 of the grievance procedure, the City reserves the right to maintain said employee on suspension with pay.

Section 6. Disciplinary Records. Written reprimands more than one (1) year old may not be used against an employee for any future discipline. Suspensions that are more than five (5) years old may not be used against an employee for any future discipline. All such records shall also be removed from the employee's personnel file and maintained in a separate location.

ARTICLE 27 **GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance is a dispute or controversy arising between the parties concerning the interpretation or application of some specific and express written provision of the agreement.

Section 2. Time Limit Calculation. For purposes of definition, a "day" used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays celebrated by the City.

Section 3. Time Limits/Initiation & Processing. All grievances must be processed at the proper step in order to be considered at the subsequent step. An employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not presented in the time schedule set forth herein shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the Union in accordance with the provisions of this Agreement. All time limits on grievances may be extended only by mutual written consent of the parties and are to be strictly enforced.

Section 4. Grievance Contents. All grievances shall be filed in writing and shall contain the following information:

1. Date grievance occurred.
2. Description and incident giving rise to the grievance.
3. Articles and sections of the Agreement involved.
4. Relief or remedy requested.
5. Signature of the employee/union representative.

Section 5. Group Grievances. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such

grievance shall be defined as a group or class action grievance. The names of each member along with their respective signatures on behalf of which the grievance is filed shall be affixed to the grievance form. Should the Union file a group grievance, it will specify the affected employees or group of employees on the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 6. Procedure. Every employee shall have the right to present grievances in accordance with the procedures herein provided, free from any interference, coercion, restraint, discrimination, or reprisal. It is the intent of both parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. When a formal grievance arises, the following procedure shall be observed:

Step 1. Department Head/Designee. If the grievance is not satisfactorily settled informally, the grievance shall be reduced to writing and signed by the employee and the Union Grievance Committee and submitted to the Chief of the Fire Department within nine (9) days after the employee learned or should have learned of the event upon which the grievance is based. The written grievance must set forth the complete facts upon which it is based, the date and time of their occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Fire Chief/Designee shall give a written answer within three (3) days after the receipt of the grievance in writing.

Step 2. Director of Public Safety/Designee. If the Grievance is not satisfactorily settled in Step 1, the employee may appeal in writing to the Director of Public Safety within three (3) days of the issuance of the Step 1 decision or default rejection if not issued as would be applicable. The Director of Public Safety/Designee, together with such representatives of the City as the Director of Public Safety/Designee deems appropriate, shall then meet with a representative or representatives of the Union and the grievant within ten (10) days to consider the grievance. The Director of Public Safety/Designee will answer the grievance in writing within three (3) working days following completion of the Step 3 discussion.

Step 3. Mayor/Designee. If the Grievance is not satisfactorily settled in Step 2, the employee may appeal in writing to the Mayor/Designee within three (3) days of the issuance of the Step 2 decision or default rejection if not issued as would be applicable. The Mayor/Designee, together with such representatives of the City as the Mayor/Designee deems appropriate, shall then meet with a representative or representatives of the Union and the grievant within ten (10) days to consider the grievance. The Mayor/Designee will answer the grievance in writing within three (3) working days following completion of the Step 3 discussion.

Step 4. Arbitration. If the grievance is not satisfactorily settled in Step 3, the Union may appeal said decision within fourteen (14) days of the issuance of the Step 3 decision or default rejection if not issued as would be applicable, by filing a demand in writing with the City to submit the matter to arbitration and simultaneously serving a demand for arbitration and a request for a list of eleven (11) Ohio, Metropolitan area arbitrators to the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an arbitrator from the panel submitted and, if unsuccessful, either party may reject up to two (2) panels and request a another panel. If a mutually agreeable arbitrator cannot be selected from the final panel, the parties shall be bound

to accept an arbitrator from said panel by the alternate strike method.

Section 7. Decision. The arbitrator shall request to submit in writing his or her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs of the parties, whichever is later, unless the parties agree to a written extension. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding upon the union and the grievant, subject to appeal under Ohio Revised Code, Section 2711.

Section 8. Facilities, Fees, Costs. The Employer shall furnish an appropriate room and facilities for the arbitration hearing and if this involves costs, said costs shall be borne equally by the Employer and the union. The arbitrator's fees and other expenses will be shared equally by the parties. The cost associated with the appearance of witnesses, attorneys, the production of documents or other fees, whether they are for consultants or otherwise, shall be borne solely by the party which calls the witnesses or employs the attorneys or consultants.

ARTICLE 28 **LABOR/MANAGEMENT**

Section 1. In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of not more than three (3) employee representatives of the union. The names of the representative so selected shall be certified in writing to the Fire Chief and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

Section 2. An agenda will be furnished at least five (5) working 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 Union representatives who will be attending. The purpose of such meetings shall be to:

- (a) Discuss the administration of this Agreement;
- (b) Notify the Union of changes made by the Chief which affect bargaining unit members of the Union;
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency;
- (f) To consider and discuss health and safety matters relating to employees; and
- (g) To consider recommendation for changes from the Union in the Standard Operating Procedure, Rules, and Regulations.

Section 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.

Section 4. Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 29
LEGALITY

Section 1. It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

ARTICLE 30
DRUG/ALCOHOL TESTING

Section 1. The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit C and incorporated by reference.

ARTICLE 31
PROMOTIONS

Section 1. All promotions to the ranks above Fire Fighter shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

Section 2. Promotional Qualifications/Examination Criteria/Bonus Points. A Civil Service Examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission, except that no employee shall be eligible to take a promotional exam without having completed five (5) years in the rank of Fire Fighter by the time of the written examination, with a minimum of three (3) years in the rank of Fire Fighter with the City of Parma Heights Fire Department. Upon the compiling of such a list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest scorers on the list, in alphabetical order.

Section 3. Selection of Top Candidate/Alternative Selection Procedure. In the event the appointing authority elects to appoint the number one ranked individual as certified by the Civil Service Commission the below alternative procedure shall not apply.

Section 3. Alternative Selection Process/Promotional Board. A promotional Board consisting of five (5) persons shall be created as follows: (a) the Mayor or his designee; (b) the Fire Chief; (c) an Arbitrator selected from the Federal Mediation and Conciliation Service List; (d) one employee of rank, to be appointed by the Union President of the Bargaining Unit; and (e) one representative from the Union, to be appointed by the Union President. The Arbitrator shall be paid equally among the parties.

Section 4. Promotional Board Procedure. The Promotional Board shall conduct oral interviews of the three (3) individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals based on interviews, and recommend the individual it deems most qualified for the position. The employer shall then appoint such individual to the position as soon as reasonably practicable. The Promotional Board shall develop such administrative procedures necessary to fulfill its duties pursuant to this Article. Board decisions shall be the majority vote from a secret written ballot. In the event more than one (1) vacancy exists for promotion, an additional name for each additional vacancy shall be supplied at the rate of one (1) additional name for each additional vacancy (e.g., 3 vacancies requires 5 names).

ARTICLE 32
RESIDENCY

Section 1. Residency shall not be a requirement for employees covered by this Agreement.

ARTICLE 33
DURATION

Section 1. Term. This Agreement shall become effective on the 1st day of January, 2023 and shall continue in full force and effect until midnight, December 31, 2025, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions.

Section 2. Renegotiation. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged within thirty (30) days after receipt of such notice. In the event a new agreement has not been reached, by the termination date of the contract, the parties agree that all the terms and conditions of the present Agreement will continue without modification until such time as negotiations has resulted in a new agreement. Nothing contained herein is intended to require or infer that any party during the course of negotiations need agree to a retroactive commitment.

EXHIBIT "A"
SAFETY EQUIPMENT AND CLOTH GOODS

SAFETY EQUIPMENT:

1. Helmet with Face Shield
2. Gloves
3. Hood
4. Bunker Coat
5. Bunker Pants and Suspenders
6. Bunker Boots
7. EMS Jacket

CLOTH GOODS:

1. Dress Blouse and Pants
2. 1 - Shirts, Long Sleeves
(White for Lieutenants, Light blue for Fire Fighters)
3. 6 - Shirts, Short Sleeves
(White for Lieutenants, Dark Blue for Fire Fighters)
4. 1 - Cap
5. 3 - Pair Pants
6. 1 - Tie
7. 1 - Tie Bar
8. 1 - Cap Badge
9. 2 - Coat Badges

EXHIBIT "B"
NOTICE OF DISCIPLINARY ACTION

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Disciplinary Action

You are hereby notified that the Fire Chief (Employer) is imposing the following discipline action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please contact your local Union representatives regarding this right.

Fire Chief

EXHIBIT "C"
UNIFORMS

- 1) Fleece Cap (Navy Blue) with PHFD in one-inch (1") letters on front of cap and the Parma Heights Fire Department/IAFF Logo and Local Number and badge number on back of cap. (Officers-Gold, Firefighters-Silver.)
- 2) Sweatshirt (Navy Blue) with the Parma Heights Fire Department/IAFF Logo and Local Number on front left. (Note: Wear of Sweatshirt subject to same rules as approved wear T-Shirt.)
- 3) Polo Shirt, Short Sleeve, 100% Cotton Pique Outer Banks Style #17499(5011). Color Navy Blue for all members with approved embroidery.
- 4) Job Shirt, Long Sleeve, Navy Blue, for all members, with approved embroidery. Approved brands are Gamewear or #161 Braveset.
- 5) Mock Turtleneck Style 8600 by Elbeco, Long Sleeve Navy Blue for all members with approved embroidery.
- 6) Blauer V-Neck Sweater, Long Sleeve, Navy Blue with Badge Tab and Department Patches.
- 7) T-Shirts, Short Sleeve, Navy Blue or White, Plain, or with approved Logo embroidered or silkscreen (Navy Blue or White).
- 8) Golf Cap, Navy Blue with approved embroidery centered on front of cap.
- 9) (a) Polo Shirt/Job Shirt with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) over left chest. Rank and Badge # over right chest, example: "Fire medic 01". Officers-Gold – Firefighters-Silver. (b) Mock Turtleneck, PHFD on left side of Turtleneck, Officers-Gold, Firefighters-Silver. (c) T-Shirt with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) (d) Golf Cap with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) or PHFD in one-inch (1") letters.
- 10) Items 1-9 are classified as approved for wear items and are not required. Members may purchase and wear these items if they choose.
- 11) No Visors will be permitted.

NOTE: Union shall inform City of manufacturer or style number changes in Exhibit "E" through the Labor Management Committee. Replacement items will be agreed upon my Labor Management Committee and the Chief, or his designee; such agreement shall not be unreasonable denied by either party.

EXHIBIT "D"
PARMA HEIGHTS DRUG TESTING POLICY

**PARMA HEIGHTS POLICY FOR IMPLEMENTATION
OF DRUG TESTING**

PURPOSE

The purpose of this policy is to provide Members of Local 1690 International Association of Fire Fighters with the City of Parma Heights' position regarding alcohol and drug usage situations. The intention of the City is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights. From this point forward, the City of Parma Heights shall be known as "the City," and members of Local 1690 International Association of Fire Fighters shall be known as "Employees".

POLICY

1. Use of Alcohol and Drugs

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that firefighters may do so in the performance of fire duty.
- b. Employees shall not possess, sell, or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Fire Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.
- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3(i), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

2. Drug Dependency Treatment

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance program (EAP), Synopsis attached which is Exhibit A, at no cost to the employee. Employees may utilize the EAP pursuant to Item 2 (a) may utilize the EAP as part of its response to a positive test result.

3. Testing Procedure:

Drug and/or alcohol screens will be conducted in the following instances:

- a. Drug and/or alcohol screens shall be required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
 - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non-supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action. Whenever a supervisor determines that there is reasonable suspicion as set

forth in this subparagraph b., he will prepare a written report detailing his findings supporting reasonable suspicion and said report will be signed by the supervisor and the corroborating non-supervisory employee.

All members of the bargaining unit shall receive proper training on the correct procedures to ascertain when probable cause exists.

- c. Emergency Alcohol testing will be performed at Metro Hospital using medically accepted methods of analyzing urine specimens or administering a Breath Alcohol Test. If the breath alcohol test is at or about acceptable limits defined in Item 3(i), the employee may request to have a breath alcohol test taken at the Parma Heights Fire Department or another law enforcement agency using standard procedure in the collection of this specimen. Split samples will be provided for urine in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the employee.
- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the MetroHealth Medical Center to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within three (3) calendar days, Saturdays, Sundays and holidays excluded, of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by Metro Health Medical Center. Each employee has the right to have his own additional tests taken at his expense, except that if the employee is determined not to have violated this policy, the City will reimburse the employee for the cost of those test(s).
- e. Testing for alcohol and/or drugs will also occur in the following situations:
 - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
 - ii. When an employee volunteers to be tested.
 - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.
- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at Metro Health Medical Center or at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.

- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these and related drugs:

NIDA DOT Urine Drug Screening Parameters

Drug Name	Street Name	Initial Screening	Confirmation (GCMS)
Amphetamines	uppers, bennies, speed	1000 ng/ml	500 ng/ml
Cannabinoids	marijuana, hashish, THC	50 ng/ml	15 ng/ml
Cocaine	snow, crack, flake, coke,	300 ng/ml	150 ng/ml
Opiates	heroin, codeine, methadone, morphine, smack, horse	300 ng/ml	300 ng/ml
Phencyclidine	PCP, angle dust	25 ng/ml	25 ng/ml

- i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time members of the bargaining unit, shall be less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital, or in accordance with Section 3.c.
- j. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).
- k. The laboratory will advise the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed a review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the public.

4. Rehabilitation and Counseling:

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with a corroborating physician's note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within three (3) calendar days, Saturdays, Sundays, and holidays excluded, of the City receiving the positive test results.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4(c) herein. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable

progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that he/she has completed the requirements of the program and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. No period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave, up to a maximum of six (6) months, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. As a condition of being allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period of up to one year after returning to work. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he fails the re-test, shall be discharged.

5. Disciplinary Action:

- a. Any employee who is in the possession of an open or unsealed receptacle containing an alcoholic beverage, or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action, except members of the Fire Department may be in the possession of or use alcoholic beverages while on duty performing official duties in the scope of their employment with the consent of a commanding officer.
- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs at any time shall be subject to immediate discharge; provided, however, that members of the Fire Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty and is done with the consent of a commanding officer.
- c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Officer in Charge (OIC) until a disciplinary hearing is heard within at least three (3) calendar days, Saturdays, Sundays, and holidays excluded, of the City's notification of this violation of policy. This includes prescribed and Over-The-Counter drugs not reported to a supervisor as required by Paragraph 1(d) above. The type and severity of discipline will depend on all the circumstances, including

nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.

- d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action
- e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, and not within the scope of duty will be subject to appropriate disciplinary action.

6. Appeal:

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4.a. with the City and Medical Review Officer, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).
- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

7. Record Keeping:

- a. The Personnel Department will maintain records in accordance with the following criteria.
- b. All records will be separated by City department.
- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years. The City and the Personnel Director will assume responsibility for this confidentiality.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
 - i. The total number of drug tests administered;
 - ii. The number of drug tests administered in each category (i.e. pre-employment, periodic, reasonable cause);
 - iii. The total number of individuals who did not pass a drug test;
 - iv. The total number of individuals who did not pass a drug test by testing category;

- v. The disposition of each individual who did not pass a drug test;
- vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
- vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding to the medical review officer;
- viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding by substance category (e.g., marijuana, cocaine, opium, PCP, or amphetamine).

EXHIBIT "E"
DRUG POLICY GLOSSARY

- BAC -**
Blood Alcohol Concentration. Ratio of blood to alcohol.
- The City -**
The employer, the City of Parma Heights
- Controlled Substance -**
Any drug compound, mixture, preparation, or substance included in Schedule I, II, III, VI and V of Section 3719.41 of the Ohio Revised Code.
- Employee -**
Any full-time or part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.
- Illegal Drugs -**
Any drug compound, mixture, preparation, or substance included in Schedule I, II, III, IV and V of Section 3719.41 of the Ohio Revised Code.
- Informed Consent -**
This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine, or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.
- Gas Chromatography/Mass Spectrometry (GC/MS) -**
A means of screening and then confirming the presence of controlled substances in the bodily fluids of an individual.
- Medical Review Physician (MRP) aka Medical Review Officer (MRO) -**
Shall be chosen and agreed upon between the union and the City. Must be a licensed physician with knowledge of substance abuse and addiction disorders. The Medical Review Physician shall be familiar with the characteristics of drug tests and the laboratories running tests. The role of the Medical Review Physician will be to review and interpret the positive test results. The MRP will examine alternative medical explanations for any positive test results. This action shall include a medical interview with the affected employee and review of the employee's medical history. The MRP will be certified by either the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine.
- Metabolite -**
A substance essential to a metabolic process. (Steroids, Hormones, etc.)

Metro Health Medical Center -

Metro Health Medical Center is the hospital where the City of Parma Heights requires all emergency drug testing to take place. It is located on 2500 MetroHealth Drive off of West 25th Street.

IAFF Local 1690 is the local bargaining unit for the Firefighters employed by the City of Parma Heights.

Outside Agency -

Any hospital, clinic, lab, or medical center that has the ability to test for the presence of drugs in an individual. This outside agency must follow all federal, state, and local laws regarding the testing of employees for drugs.

Over-The-Counter Drugs -

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops, etc.)

Prescription Drugs -

Any drug or drug product that requires a physician's prescription for possession and use.

Reasonable Suspicion -

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.
3. Information provided either by reliable and credible sources.

Rehabilitation/Counseling -

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

Safety Sensitive Position -

A Safety Sensitive Position involves an employee who is performing any of the tasks of: Driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of Paramedic or Emergency Medical Technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor or OIC (Officer in Charge) feels that it is in the best interest of the employee in question that he or she not be performing that task.

Supervisor -

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action,

if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

Tolerance Level -

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

Trafficking -

A person who knowingly by force, threat, or deception, administers to another or induces another or causes another to use a controlled substance or causes another to become drug dependent.

EXHIBIT "F"
EMPLOYEE ASSISTANCE PROGRAM (EAP)

EAP programs are normally 24-hour hot lines where employees and their family members can call counselors to deal with stress related problems. Many companies provide EAP programs through mental health providers because they feel that they can eliminate stress at work. If stress is eliminated at work, drug abuse, work related accidents and employee morale can be dramatically affected in a positive way. If an employee can contact a third party that is not associated with its company or labor local, employees feel more comfortable about presenting their problems to this third party and possibly finding solutions to them. Examples of these stress related problems may be alcoholism, drug abuse, divorce, financial problems, etc. Municipalities that are currently using EAP programs are Garfield Heights, Maple Heights, Cuyahoga County Engineers, City of Bedford, City of Shaker Heights, and the City of Parma. Companies that currently use EAP programs are Dow Chemical, BCBS of Ohio, BF Goodrich, Ford Motors, and General Motors.

Most of Employee Assistance Programs include the following Key Features:

- Confidentiality.
- Assists the employee in managing Life Changes involving: Alcohol or drug problems, Family or marital relationships, Death in a family, Emotional or psychological adjustment, legal or financial problems, relocation, retirement, raising children or the birth of a child.
- 24 Hour Access anywhere within the continental U.S. and Canada.
- Information Referral Services, Professional Counseling Services, Crisis Intervention and Management Consultation.
- Family and Dependents eligible.
- Unlimited Telephone Counseling.
- Access to high quality network of professional counselors with masters and Ph.D. levels.
- Evening and weekends availability for appointments.
- Monthly original articles for in-house communications.
- Quarterly Wellness Seminars.
- Follow-up to monitor treatment outcome and satisfaction.
- References Manual.
- Human Resources Supervisor and employee orientation training.
- Coordination with Employer Health Care benefit plans.

Marymount Hospital's "Concern" EAP was the program that both the City of Parma Heights and the OPBA Sergeants and Captains local agreed to as their choice.

- Concern – Marymount Hospital
Bob Hoopingarner 216-663-3287
Features above plus (1-10) Prepaid Assessments.
- Attached you will find a brief description of that program.

SIDE LETTER #1
FINANCIAL INFORMATION

During negotiations that preceded the 2009-2010 Agreement, the City agreed that it would provide the Union with financial updates, each calendar quarter. These updates shall include any information on expenditures and receipts for all City funds, and any changes to actual or projected expenditures and receipts for all City funds. If the Union has any questions regarding the information provided, or regarding the City's financial status, the Union may request a meeting with the Finance Director, which meeting shall be scheduled promptly.

SIDE LETTER #2
HEALTH INSURANCE

During the negotiations that preceded the 2009-2010 Agreement, the City agreed that no later than August 15, 2009, the parties shall meet with the representative(s) of the City's medical insurance providers, who shall provide the Union with information regarding claim history, rates, and any other relevant health insurance information.

MEMORANDUMS OF UNDERSTANDING

1) **Memorandum of Understanding:** In an effort to comply with the National Fire Protection Association's Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to Public by Career Fire Departments (NFPA1710) the City agrees that it is a goal of the City as soon as practicable to increase the minimum staffing to seven then eight firefighters.

2) **Memorandum of Understanding:** Through December 31, 2025, the parties agree that no employee may drop their Paramedic certification, nor may they allow such certification to expire.

3) It is the goal of the City to comply with the Standard Operating Procedures (SOP's) of the Parma Regional Dispatch and NFPA standards.

4) The parties agree that in consideration of the adjustments made to compensatory time caps and other changes throughout the Agreement, all current bargaining unit members (as of February 15, 2023) and any member who retired from the City during the year 2022 shall receive a non-pensionable payment of three thousand dollars (\$3,000.00) within thirty (30) days of ratification and a non-pensionable payment of one thousand dollars (\$1,000) during March of 2023.

In addition, the retroactive wage increase provided for in Article 10, Section 1 will be paid to all current bargaining unit members (as of February 15, 2023) and any member who retired from the City during the year 2022.

MEMORANDUM OF UNDERSTANDING
COVID LEAVE POLICY

1. Any member who exhibits recognized symptoms of Covid-19 while on- duty shall immediately notify the OIC and be transported to any hospital. The member will then be placed on sick leave.
2. Any member who displays recognized symptoms of Covid-19 while off-duty shall report the illness to the Fire Chief and then report to any hospital. for immediate testing. If symptoms continue into the next regular shift, and the test results have not been returned, the member shall remain on sick leave.
3. If the test results are negative the member will be paid from sick leave accumulation for all time off.
4. If the test results are positive the member will be placed on "Covid-19 Leave". A member on Covid-19 Leave will be paid the regular hourly wage until determined by a physician to be no longer contagious.
5. If the test result is positive any sick time used for testing and awaiting results would be replenished, and lost time charged to "Covid-19 Leave".

The City of Parma Heights retains the right to have the affected member examined or tested by a Physician or at a medical facility of its choosing.

EXHIBIT "G"
INSURANCE APPENDIX

The summary of benefits for the 90/10 and 80/20 plans referenced in Article 15, Insurance follows this page.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 2023.

CITY OF PARMA HEIGHTS

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1690

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