



AGREEMENT
BETWEEN THE
CITY OF EAST CLEVELAND
AND THE
EAST CLEVELAND FIREFIGHTERS ASSOCIATION
IAFF LOCAL #500

Case # 2011-MED-03-0282

Effective January 1, 2013,
through December 31, 2015

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PREAMBLE / PURPOSE

Section 1. Parties. This Agreement is between the City of East Cleveland (the “City,” “East Cleveland,” or “Employer”), and Local 500 of the International Association of Fire Fighters (“Union”).

Section 2. Gender/Plural. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 3. Purpose. This Agreement is made for the purpose of:

1. Continuing and promoting cooperation and harmonious relations between the Employer and the employees;
2. Providing timely and effective fire protection and emergency medical services to the residents of the City of East Cleveland; and
3. Providing the definition of the respective rights, duties and responsibilities of the parties to this Agreement.

ARTICLE 1
RECOGNITION

Section 1. The Union is recognized by the Employer as the sole and exclusive representative for the following job classifications for negotiating wages, hours, benefits, other conditions of employment and grievances of employees in the bargaining unit subject to Ohio Revised Code 4117.03(A)(5).

Section 2. Included. The Union's exclusive bargaining unit shall include all of the public employees in the following job classifications and the City will not recognize any other unions, organizations, or person as the representative for any employees within such classifications:

Fire Fighter 3rd Grade
Fire Fighter 2nd Grade
Fire Fighter 1st Grade
Fire Fighter 1st Grade, Superintendent of Equipment
Fire Lieutenant
Captain, Fire Prevention Officer
Captain
Deputy Chief.

Section 3. Excluded. Employees not included in the bargaining unit are the Chief, the Executive Assistant, and any Acting Fire Chief who has been in that position for more than ninety (90) days and all other employees of the Employer.

ARTICLE 2
UNION MEMBERSHIP, DUES DEDUCTION, FAIR SHARE FEES

Section 1. Membership. The City agrees that all employees occupying classifications represented by the Local 500 bargaining unit shall, as a condition of continued employment, become members of Local 500 or pay a fair share fee.

Section 2. Dues Deduction. The City will deduct regular initiation fees and monthly dues from the pay of employees in the bargaining unit covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon transfer to a job classification outside the bargaining unit. Any employee who cancels the check-off during the term of the contract shall revert to fair share status in accordance with the terms of O.R.C. 4117.09(C) and as required herein. The total amount of deductions shall be remitted within seven (7) days of the deduction by the City to the Secretary/Treasurer of the union in the full amount deducted.

Section 3. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all members of the bargaining unit not electing Union membership shall share in the financial support of the Union by paying a fair share fee. The assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). During the life of this Agreement, the City shall deduct fair share/service fees levied by the Union from the pay of each employee not electing Union membership. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 4. Fair Share Fee Deduction Procedure. Sixty (60) days after the commencement of employment, all employees covered by this Agreement who have not become Union members shall, as a condition of employment, pay a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.

ARTICLE 3
EMS DUTIES

Section 1. Assumption of EMS Duties. All fire fighters will accept and perform duty assignments providing emergency medical service. The level of service provided by each fire fighter will be equal to and consistent with the medical service certification maintained by that fire fighter, and as allowed by the City's medical controller. The assumption of EMS duties by the Fire Department will not result in the loss of any rights, benefits, or practices that are currently afforded all fire fighters and Local 500.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The City retains the right, subject to the terms of this Agreement, to:

1. direct, supervise, evaluate, or hire employees;
2. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer; standards of service, its overall budget, utilization of technology, and organizational structure;
3. determine the adequacy of the work force;
4. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. effectively manage the work force;
6. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
7. determine the overall mission of the Employer as a unit of government;
8. maintain and improve the efficiency and effectiveness of governmental-operations;
9. take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 5
PREVAILING RIGHTS

Section 1. All terms and other conditions of employment as described by City ordinances and Fire Department General Orders, which are not included in this contract, shall remain in full force, unchanged and unaffected in any manner during the term of this contract.

Section 2. Notwithstanding the above section, the City may propose changes in General Orders and other terms and conditions of employment during the term of this Agreement. The Union will immediately enter into negotiations with the City on such changes. In the event of an impasse, the matter shall be submitted to expedited interest arbitration on the merits with the costs of such procedure equally divided between the parties.

ARTICLE 6
RULES AND REGULATIONS

Section 1. The City has the right to promulgate and enforce reasonable work rules and regulations which are not in conflict with this Agreement.

ARTICLE 7
HOURS OF WORK/WORK ASSIGNMENTS

Section 1. This article is intended to define the normal hours of work per day, per week, or per work cycle under this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday, workweek, or work cycle for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions and utilizing part-time employees pursuant to limits of Article 9, Safety manning and Article 29, Layoff and Recall, or seeking the most efficient delivery of fire and emergency service delivery for the City. This article is intended to be used as the basis for computing overtime eligibility and shall not be construed as a guarantee of work per day or per week.

Section 2. Platoon/Suppression Work Period/Scheduling. For purposes of FLSA compliance, the Employer utilizes a FLSA 207(k) work period consisting of one hundred forty-four (144) hours over the course of a twenty-one (21) day work cycle. During this work cycle, employees will be scheduled for an average forty-eight (48) hour workweek, consisting of an average of one hundred forty-four (144) hours. Members shall be scheduled in turns of twenty-four (24) hours. The normal work week shall consist of one (1) twenty-four (24) hour consecutive hour shift, followed by forty-eight (48) consecutive hours off duty, with an additional twenty-four (24) consecutive hours off duty every three (3) weeks (referred to as a “special day”). No person shall average more than one hundred and forty-four (144) hours per twenty-one (21) day work cycle, except as may be provided for

otherwise, herein.

Section 3. Non-Platoon Work Period/Scheduling. For personnel assigned to the fire prevention office, the Employer utilizes a FLSA work period consisting of forty (40) hours of work during a seven (7) day, one hundred sixty-eight (168) hour work period. Fire prevention office personnel are normally scheduled for eight (8) hours of work each day.

Section 4. Reassignment of Non-Platoon Duties. In the event that operational needs so require, the City may reassign personnel from non-platoon assignments to a twenty-four (24) hour shift and distribute non-platoon functions among other personnel. The City will notify the Union prior to re-assigning employees.

Section 5. Assignment to Rover Positions. The City may assign up to two (2) personnel to rover positions according to the operational needs of the department. The parties will meet and agree regarding the scheduling and vacation selection for the rovers. If the parties are unable to agree, the issue will be submitted to binding arbitration with the arbitrator selecting the more reasonable position.

Section 6. Shift Reassignment. The City will be permitted to temporarily adjust the assigned shifts of its fire fighters under the following conditions

1. Seven (7) day notice.
2. Volunteers will be requested first, after which the least senior member of the effected shift will be arrowed, unless that member can demonstrate a hardship created by the arrow. The next senior member from the effected shift will then be arrowed.
3. The City will not arrow a member out of an overtime situation, nor will a member be permitted to volunteer into an overtime situation. Further, the City can move the next senior member if allowing the less senior member would create an overtime situation.
4. The City cannot arrow a member into a special day, personal day or vacation, nor onto the day preceding or following those days.

ARTICLE 8 **OVERTIME/COMPENSATORY TIME**

Section 1. Overtime. Overtime that is due under the Fair Labor Standards Act (FLSA) shall be paid in accordance with the Act. Overtime that is due under the parties' Agreement shall be paid in accordance with the contract.

Section 2. FLSA Overtime. Bargaining unit members shall receive one and one-half (1 1/2) base FLSA hourly rate (to include longevity and education differential) for all hours worked in excess of one hundred forty-four (144) hours in each twenty-one (21) day work period. Vacation and holiday time shall be counted as hours worked in the computation of overtime. All other paid time which is not physically worked shall not count as “hours worked.” Bargaining unit members may not work on scheduled vacation and holiday time.

Section 3. Overtime Distribution. All overtime will be presented by rank seniority. The City agrees that bargaining unit members may give assigned overtime to any bargaining unit member.

Section 4. Compensatory Time. Employees may accumulate a maximum of one hundred twenty (120) hours of compensatory time in lieu of overtime. Upon the approval of the Employer, an employee may be allowed to accumulate compensatory time in excess of the one hundred twenty (120) hour cap.

Section 5. Compensatory Time Approval. The Chief can deny compensatory time requests when allowing the request will create an overtime situation.

Section 6. Compensatory Time Liquidation. Subject to the availability of funds and the approval of the Employer, each fire fighter may request to cash out fifteen percent (15%) of his accrued compensatory time. Request shall only be considered on an annual basis and must be submitted in writing to the Fire Chief's Office by January 31 of each calendar year in which payment is to be made. Payment will be made by April 30.

ARTICLE 9 **SAFETY MANNING**

Section 1. Daily Manning. The Employer agrees to maintain, on a daily basis, a minimum Safety Fire Fighting Force of ten (10) on-duty firefighters, including officers. If sufficient personnel are not available to meet the minimum staffing requirements, fire fighters will be recalled on overtime to maintain the ten (10) minimum safety-manning requirements. The on duty-fire fighting force does not include staff personnel such as the Fire Chief, or the Fire Prevention Officer.

Section 2. Usage of Part-Time/Full-Time Personnel. The City may hire part-time (non-bargaining unit) firefighters. The City may utilize two (2) part-time firefighters to meet manning in Section 1 at any given time, except in situations where a full-time employee is on layoff from the classification of firefighter. The Employer further agrees that part-time personnel shall minimally possess a State of Ohio Firefighter Level II Certification and State of Ohio EMT-B Card.

Section 3. Part-time limitations. The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of East Cleveland and maintain the integrity of fire

department operations, the Employer, as limited by Section 2, shall have the ability to utilize part-time personnel to supplement shift strength, avoid overtime, cover time off, cover call offs, meet operational/manning requirements, or otherwise perform duties that it determines necessary. Part-Time firefighters shall not serve as supervisors (Lieutenant, Captain, ect.). The Employer agrees that in the event of a reduction in force (i.e., layoff or job abolishment) all part-time firefighters shall be laid off prior to initiating a layoff of full-time firefighters. The Employer further agrees that part-time personnel shall minimally possess a State of Ohio Firefighter Level II Certification and State of Ohio EMT-B Card.

ARTICLE 10
SALARIES

Section 1. All full-time employees of the bargaining unit represented by the East Cleveland Fire Fighters’ Association, Local 500, shall receive 0% wage increase in 2013 and a 1.5% wage increase effective January 1, 2014, and a 1.5% wage increase effective January 1, 2015. The annual base salaries created by Section 1 of this article shall be as follows:

RANK/ASSIGNMENT	January 1, 2013	January 1, 2014	January 1, 2015
Captain	\$56,198.55	\$57,041.53	\$57,897.15
Lieutenant	\$48,188.59	\$48,911.42	\$49,645.09
1st Grade	\$42,091.46	\$42,722.83	\$43,363.67
2nd Grade	\$33,651.74	\$34,156.52	\$34,668.86
3rd Grade	\$25,213.09	\$25,591.29	\$25,975.16

Section 2. Pension Pickup. For the purpose of definition, this section covers members in the permanent or acting positions of Captain, Lieutenant, and 1st Grade Fire Fighter. This is available only to those members holding rank, status, or assignment of 1st Grade Fire Fighter or above, as defined earlier. This shall be referred to as a “pension pick-up.”

During the 2013 calendar year, the City agrees to pay 4.7% of the member's personal contribution to the Ohio Police and Fire Pension Fund (in addition to the City's required contribution, as specified by state law), for all gross earnings during the term of this Agreement. An eligible member will contribute the remainder of the member’s personal contribution.

Effective January 1, 2014, the City agrees to pay 5.45% of the member's personal contribution to the Ohio Police and Fire Pension Fund (in addition to the City's required contribution, as specified by state law), for all gross earnings during the term of this

Agreement. An eligible member will contribute the remainder (5.3%) of the member's 10.75% personal contribution.

Effective July 1, 2014, the City agrees to pay 6.2% of the member's personal contribution to the Ohio Police and Fire Pension Fund (in addition to the City's required contribution, as specified by state law), for all gross earnings during the term of this Agreement. An eligible member will contribute the remainder (5.3%) of the member's 11.5% personal contribution.

Effective January 1, 2015, the City agrees to pay 6.95% of the member's personal contribution to the Ohio Police and Fire Pension Fund (in addition to the City's required contribution, as specified by state law), for all gross earnings during the term of this Agreement. An eligible member will contribute the remainder (4.55%) of the member's 11.5% personal contribution.

Effective July 1, 2015, the City agrees to pay 7.7% of the member's personal contribution to the Ohio Police and Fire Pension Fund (in addition to the City's required contribution, as specified by state law), for all gross earnings during the term of this Agreement. An eligible member will contribute the remainder (4.55%) of the member's 12.25% personal contribution.

Section 4. Paramedic Compensation and Vacation Selection. The City will permit paramedics to select vacation based on seniority within rank. The City agrees to pay those employees certified as paramedics an annual lump sum payment by December 31 of each year in an amount equal to two percent (2%) of their base salary.

Section 5. Dispatching Duties. All fire fighters will be compensated at the rate of \$15.00 per week for the performance of dispatching duties.

ARTICLE 11 **UNIFORM MAINTENANCE ALLOWANCE/SHOE ALLOWANCE**

Section 1. Initial Hire. The Employer shall provide all newly hired bargaining unit members with an initial complement of the uniform that it designates for members of the fire service.

Section 2. Maintenance Allowance. The annual uniform maintenance allowance shall be six hundred dollars (\$600.00) for each bargaining unit member with more than one (1) year of service. This maintenance allowance shall be used to reimburse bargaining unit members for the maintenance and/or replacement of uniforms and shoes. The dates of certification shall be May 31 and November 30 of each year. The installment payments shall be made in June and December of each year.

ARTICLE 12
FIRE EDUCATION DIFFERENTIAL

Section 1. Amount. Each full-time member of the Fire Department, after two (2) years of service and having obtained at least an Associate's Degree from an accredited institution, shall qualify for supplementary compensation in the amount of two percent (2%) of their base salary or four percent (4%) for a full-time member possessing either a two (2) year fire technology degree or an Associate's in fire science degree.

Section 2. Documentation. Qualification for this supplementary compensation is contingent upon the member providing satisfactory evidence to the Fire Chief and the Department of Human Resources of said degree. This supplemental compensation shall be paid on an annual basis to qualified members in the member's bi-weekly paychecks during the course of the year. Payments of this benefit shall be prorated to members qualifying for said benefit after the beginning of the calendar year.

ARTICLE 13
LONGEVITY

Section 1. Criteria. The City agrees to provide an annual longevity payment to bargaining unit members based on years of full-time service with the City of East Cleveland Fire Department as indicated below.

Section 2. Payment Method. Longevity payments for bargaining unit members shall be dispensed in the member's bi-weekly paychecks during the course of the year.

Section 3. Payment Schedule. The payment schedule for longevity shall be as follows:

<u>Years of Service</u>	<u>Annual Payment Amount</u>
1 st through 5 th	\$0.00
6 th through 10 th	\$825.00
11 th through 14 th	\$975.00
15 th through 20 th	\$1,125.00
21 st and thereafter	\$1,325.00

ARTICLE 14
TUITION REIMBURSEMENT

Section 1. Eligibility. Permanent employees are eligible for education assistance. An employee shall be in the service of the City for a minimum of six (6) months before becoming

eligible for benefits under this program.

Section 2. Required Approval/Criteria. The course of study is to be approved by the Fire Chief and the Mayor prior to the employee's enrollment in the course. The courses of study shall be limited to those which have a relationship to an employee's work or those which tend to prepare an employee to upgrade to another position on the Fire Department. It is not the intent of the City to provide educational assistance for courses unrelated to the fire service or those courses which provide a general education towards an academic degree in another field.

Section 3. Procedure/Limitations. Prior to enrollment in any school or course of study, the employee must complete a "Request for Enrollment in Employee Educational Program" form, which must be approved by the Fire Chief and the Mayor. After approval has been given, the employee may then proceed to register for the course of study. The following limitations shall be in effect:

- (a) Limitation of \$500.00 per employee, per calendar year;
- (b) Expenditure is to be used solely for tuition, books and mandatory fees;
- (c) The school must be a recognized educational institution; and
- (d) The employee must complete and pass the course in order to be eligible for reimbursement.

ARTICLE 15 **HEALTH INSURANCE COVERAGE**

Section 1. Medical and Prescription Coverage. The Employer shall make available to all employees comprehensive major medical, hospitalization, and prescription insurance coverage and benefits in the same manner as is offered to non-bargaining unit employees. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change. The Employer will meet with the Union prior to the implementation of a new plan and/or carrier to discuss new plan design. The participating employee may either select single, with spouse, with children, family or other coverage offered under the plan.

Section 2. Employee Contribution Rate. Employees shall contribute the following amounts toward the monthly premium for their health care coverage/program beginning January 1, 2014:

Ten percent (10%) per month

Section 3. Deduction Procedure. Bargaining unit employees shall have their monthly premium amount deducted over two (2) paychecks per month.

Section 4. Spousal Coverage. Effective April 1, 2014, spousal coverage will be available only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer.

Section 5. 125 Plan. Bargaining unit employees shall have the option of designating their premium contributions and any additional amounts "pre-tax" in accordance with a "Section 125" cafeteria plan, in which all bargaining unit employees shall be eligible to participate in.

ARTICLE 16
DENTAL INSURANCE

Section 1. The City agrees to continue to pay 100% of the cost of dental insurance and benefits for the employee and to make available family coverage at a pre-determined cost to the employee.

ARTICLE 17
LIFE INSURANCE

Section 1. The City agrees to maintain the employee's life insurance coverage at \$30,000.00 and agrees to continue to pay 50% of the premium for such coverage, with the employee paying the other 50% of the premium.

ARTICLE 18
SICK LEAVE

Section 1. Earning Rate and Accumulation. Sick leave shall accumulate at the rate of twelve (12) hours for each calendar month of completed service. Sick leave accrual shall cease for any member who has become ill, injured or disabled as to be unfit for duty for a period of one hundred twenty (120) consecutive calendar days. Sick leave for conversation purposes shall not exceed one hundred twenty (120) days.

Sick leave accrual shall begin for any new member in the first month following the completion of ninety (90) days of employment by Division of Fire, City of East Cleveland. This Agreement shall in no way affect sick leave accumulated prior to the effective date of this Agreement.

Section 2. Definition of Sick Leave Pay. For all members of the Division of Fire, City of East Cleveland, who are assigned to platoon duty, one sick leave day is considered to be a twenty-four (24) hour period. While it is understood that one sick day earned or accumulated by a platoon member shall constitute twenty-four (24) hours, the following formula shall apply to all classified members who are not assigned to platoon duty: during the period that such member is not assigned to platoon duty, his sick leave accumulation shall be directly proportionate to the ratio between the number of hours in his regular work week and the

number of hours in a platoon member's regular work week. Should a member return to platoon duty from a non-platoon assignment, all unused sick leave earned during his non-platoon assignment shall be converted using the inverse proportion of the ratio of the work week hours noted above.

Section 3. Duty Exemption.

1. Whenever a full-time employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries or illness causing total disability for more than one (1) twenty-four (24) hour tour of duty, "high risk" sick leave shall be granted in lieu of regular sick leave beginning with the second day taken for sick leave during such total disability, not to exceed sixty (60) shifts. If, at the end of such sixty (60) shift period, the employee is still totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for an additional twenty (20) tours of duty. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account.
2. "Total Disability" shall mean the physical disability of an employee to perform regularly assigned duties at the station or other similar employment. Any injury resulting from on-duty lawful activities not otherwise classified in this Section shall be limited to thirty (30) calendar days.
3. In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Fire Chief and approved by the Mayor/Safety Director:
 - (a) The injury or illness is the direct result of a bonafide fire training exercise at a working fire or the direct result of responding to, performing at, or returning from an alarm.
 - (b) The illness is the direct result of/or is caused by performing in an emergency situation which results in contagious or infectious diseases which are contracted as a direct result of employment-related activities. The City retains the right to determine, through separate medical examination, whether or not said disease was employment related.
 - (c) The event herein described must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs, or, as soon as practicable after the employee first becomes aware of the exposure or injury.
 - (d) Medical evidence has been provided within a reasonable period (no more than fourteen (14) days) of time from the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the

likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.

- (e) The fire fighter shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the fire fighter signs a waiver and assignment to the City for amounts payable under Workers' Compensation for temporary total disability benefits.
4. Any vacation time or holidays which would have been scheduled during such disability shall be rescheduled within a reasonable time following such employee's return to duty.

Section 3. Light Duty Assignments. Light duty assignments shall ordinarily be limited to daylight hours or to the employee's normal duty shift. His/her assignments may be made on an emergency basis. Under no circumstances are such other assignments to be used as a means of coercing fire fighters to return to "full duty" before they are fully recovered.

Section 4. Definition of Medical Illness. The term "illness" is intended to refer to any medical condition, including but not limited to surgical operation, child birth, or any other required medical treatment, which temporarily disables a person from any normal activities whether work related or otherwise.

Section 5. Chargeable Sick Leave Use.

1. Chargeable sick leave is defined as the actual number of sick leave hours used by a member of his immediate family which was not incurred in his performance as a member in the classified service of the East Cleveland Fire Department.
2. Fire fighter may use up to five (5) of their accumulated sick days (tours of duty) per year to attend to temporarily medically disabled members of their immediate family. The City may require evidence before payment of such benefit. After a one (1) year trial period, either party may request joint negotiations in order to establish further rules regarding qualification and regulations for this benefit.

Section 6. Retirement Conversion. When a member shall retire or resign (see Section 2) from the Division of Fire, either through service or disability, and shall have completed twelve (12) years of service in the Division, he shall be compensated in cash, based upon the hourly earning rate at the time of his retirement, provided he has maintained such hourly earning rate for at least four (4) months (except for retirement due to disability, for one-quarter (1/4) of his unused, accrued sick leave hours.) However, in no event shall the accumulated sick leave for conversion purposes exceed one hundred twenty (120) days, as defined herein.

Section 7. Death Conversion. If a member dies while in the line of duty in the Division of Fire, City of East Cleveland, his estate shall be compensated in an amount equal in value to

one hundred percent (100%) of the unused sick leave he shall have accumulated at the time of his death.

Section 8. Hourly Earning Rate. The hourly earning rate shall be ascertained by dividing the member's bi-weekly salary rate by the number of regularly scheduled work hours for the two (2) week period, which presently is ninety-six (96) hours for platoon members and eighty (80) hours for the Chief and Fire Prevention Officer.

Section 9. Sick Leave Incentive Program.

1. The City agrees to grant three (3) days off, with pay, for any member who uses no chargeable sick leave during the previous calendar year. If a member uses one chargeable sick day the previous year, the sick leave incentive shall be reduced to one day off, instead of three (3) days off. Should a member use more than one chargeable sick leave day, no incentive days will be granted. A "chargeable sick leave day" is a sick leave day not resulting from an on duty illness or injury.
2. The parties agree that should a member use twenty-four (24) hours or less of chargeable sick leave in the previous year, that member will forfeit two (2) hours of sick leave incentive for each hour of chargeable sick leave used. Example: If a member uses eight (8) hours of chargeable sick leave in the previous year, that member's sick leave incentive will be reduced by sixteen (16) hours, from three (3) days (or seventy-two (72) hours) to fifty-six (56) hours. Any sick leave incentive balances of less than a full day (twenty-four (24) hours) will be added to that member's odd vacation hours.

ARTICLE 19
PERSONAL DAY

Section 1. The City agrees to grant one (1) "personal day" off per calendar year to each employee. Restrictions on the use of this personal day off shall be as follows: notification must be given to the commanding officer at least five (5) calendar days in advance; and, a personal day off cannot be scheduled on a recognized holiday, nor the day before or the day after the holiday. In the event that an employee cannot or does not take his allotted personal day off in the current year, he shall be allowed to carry over the day into the next calendar year but must then schedule the day off in the regular vacation schedule. A personal day off is defined as one 24-hour period. Personal days may not be accumulated other than as specified above. (Ref. Ord. No. 7677, Nov. 1, 1983).

ARTICLE 20
VACATIONS AND HOLIDAY TIME

Section 1. Vacation Accrual/Entitlement Levels. Bargaining unit members shall earn and be eligible for vacation based on years of continuous, full-time service with the Employer. The City agrees to the following vacation entitlement levels for the bargaining unit members hired prior to January 1, 2014:

<u>Years of Service</u>	<u>Weeks</u>
1 year	2 weeks
6 years	3 weeks
14 years	4 weeks
18 years	5 weeks

For bargaining unit members hired after January 1, 2014, vacation entitlement shall be as follows:

<u>Years of Service</u>	<u>Weeks</u>
1 year	1 week
3 years	2 weeks
8 years	3 weeks
14 years	4 weeks
18 years	5 weeks

Section 2. Vacation Pay. All vacation pay shall be paid at the regular salary rate.

Section 3. Vacation Schedule. Vacations may be scheduled during any week of the vacation year. Rank and seniority shall govern the scheduling of vacation. The City will permit paramedics to select vacation based on seniority within rank.

Section 4. Accumulated Vacation Time. If due to scheduling or sick leave, vacations cannot be taken in the year scheduled and with the written approval of the Fire Chief and the Mayor, are accumulated and taken in the next subsequent year, the rate of vacation pay shall be the rate of pay during the year taken.

Section 5. Use of Vacation and Holiday Credits. The use of vacation and holiday credits shall be in accordance with the guidelines set forth by the Chief. Vacation and holiday credits may not be carried over from one vacation year to another without the written approval of the Chief and the Mayor, with the following exception:

In addition to “odd vacation hours” constituting less than a twenty-four hour carryover, members may choose to carryover, on the books, one additional twenty-four hour period from their regular vacation and holiday accrual, for use as a “floating day off.” This floating day off may be used at any time during the vacation year, providing that an existing vacation slot is

available and providing that the member request the use of said floating day off at least six (6) calendar days in advance. At the option of the member, accrued compensatory time may be used in lieu of vacation or holiday accrual for the “floating day off.”

Section 6. Holiday Credit. The City agrees to value each employee's allotted thirteen (13) holidays at thirteen (13) hours per holiday.

Section 7. Vacation Week Defined. For the purposes of this article, a week of vacation is defined as the average number of hours per workweek as set forth in this Article.

Section 8. Vacation Sell Back. The parties agree that employees may request to sell back a maximum of one hundred twenty (120) hours of vacation time each calendar year. Requests are subject to the approval of the Employer. Requests for sell back must be submitted prior to December 1st of the year prior to the sell-back. Those hours approved for sell back shall be converted to a pay supplement and distributed along with employees’ paychecks during the following year or on another schedule if mutually agreed to by the parties.

ARTICLE 21 **MEAL HOURS**

Section 1. Members of the Department who are on duty on New Year's Day, Easter Sunday, Thanksgiving Day and Christmas shall be entitled to two (2) hours of compensatory time off for “meal hours.”

Section 2. Scheduling. Manpower permitting, these two (2) hours of compensatory time off may be taken on the actual holiday. Pursuant to Article 9, Safety manning, if operational needs do not allow scheduling “meal hours” on that holiday, two (2) hours of compensatory time shall be added to the “odd vacation hours” carried in the books for each member on duty that holiday.

ARTICLE 22 **UNION LEAVE**

Section 1. Amount. Up to ninety-six (96) hours of leave per year will be available to the officers of the Union to attend to bona fide Union business including, but not limited to, attendance at regional, state, or national meetings of the Union.

Section 2. Duty Priority. A fire fighter who is on Union business leave shall be counted against the minimum Fire Fighter Safety Force identified in Article 9, Safety Manning considered on duty for any of his regular tour(s) of duty so that no overtime opportunity will develop as a result of a fire fighter taking Union business leave unless such is specifically authorized by the Employer.

ARTICLE 23
FUNERAL LEAVE

Section 1. Amount. The Fire Chief shall allow a member assigned to platoon duty paid time-off of two (2) regular tours of duty because of a death in his immediate family. Members assigned to non-platoon duty shall receive three (3) consecutive calendar days off in the case of death in the member's immediate family.

Section 2. Immediate Family Defined. Immediate family, for bereavement purposes, includes the member's mother, father, sister, brother, wife, child, mother-in-law, father-in-law, grandparents, or person(s) who had acted in loco parentis.

Section 3. Other Relationships. In the event of the death of other relations in a member's non-immediate family, the Chief may allow paid time-off not to exceed two (2) regular tours of duty.

Section 4. Additional Leave. In cases where more time off duty is desired than is granted, the fire fighter may request, in advance, the use of his unused vacation, credits.

ARTICLE 24
FAMILY CRISIS LEAVE

Section 1. In the event of a personal or family crisis involving a fire fighter and/or a member of his immediate family, where the fire fighter's presence is needed to support the family unit, the Fire Chief may allow a member to schedule emergency time off, for a reasonable durations, using regular vacation, holiday or compensatory time accrual.

Section 2. Scheduling. Eligibility for this emergency scheduling shall be determined by the Fire Chief in consultation with a designated Union Officer.

Section 3. Probationary Employees. For probationary fire fighters, vacation, holiday, or compensatory time to be accrued in the future can be used for family crisis leave and repaid by taking less earned vacation, holiday, or compensatory time.

ARTICLE 25
JURY DUTY

Section 1. Upon notification to the Chief an employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. The employee shall be relieved of duty during the duration of jury assemblment. Any compensation received for jury duty shall be turned into the City.

ARTICLE 26
GRIEVANCE PROCEDURE

Section 1. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. Definitions. For the purpose of the grievance and arbitration, the below listed terms are defined as follows:

- a. **Grievance** - a “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement, and nothing in this Agreement shall abridge any right or authority granted to the East Cleveland Civil Service Commission.
- b. **Aggrieved Party** - The “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- c. **Party in Interest** - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d. **Day** - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. Procedure Generally. The following procedures shall apply to the administration of grievances filed under this procedure:

- a. **Grievance Contents.** Except at the informal step, all grievances shall include the name and position of the aggrieved party; the identity of the provision(s) of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b. **Decisions.** All decisions shall be rendered in writing at each step of the grievance procedure, if any.
- c. **Group Grievances.** If a grievance effects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy or is of emergency nature, it may be submitted at Step ~~3~~ 2.

- d. **Grievance Preparation/Processing.** The preparation and processing of grievances shall be conducted during non-working hours.
- e. **Informal Settlement/Adjustment.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that intervention, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respect, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f. **Representation.** The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure.
- g. The existence of this Grievance Procedure, hereby established, shall be deemed to require any employee to pursue the remedies herein provided and shall impair or limit the right of any employee to pursue any other remedies available under law.
- h. This procedure shall be available for disputes concerning any type of discipline or discharge action.
- i. **Time Limits.** The time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance may be appealed to the next step in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.
- j. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. Procedure. All grievances shall be administrated in accordance with the following steps of the Grievance Procedure.

Informal Step. An employee who believes he may have a grievance shall notify the Chief of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief and the employee, along with the employee's steward if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 1. Department Head/Designee. If the dispute is not resolved informally, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief within ten (10) days of the informal meeting. The Chief/designee shall deny the grievance or schedule a

meeting to discuss and evaluate the grievance. If a meeting is held, the Chief/designee shall give his answer within five (5) days of the meeting.

Step 2. Mayor/Designee. Within ten (10) days of receipt of a decision at Step 1 or within ten (10) days of the Chief's deadline to answer, if the grievant is not satisfied with the decision at Step 1 the grievant may process the grievance to Step 2. Copies of the written decision at Step 1, if rendered, shall be submitted with the appeal. The Mayor/designee shall deny the grievance or schedule a meeting within ten (10) days of receiving the Step 1 appeal with the grievant and the Union. If a meeting is held, the Mayor/designee shall issue a written decision to the employee's representative and a copy to the employee within fifteen (15) days from the date of the meeting.

If the aggrieved party is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 27 **ARBITRATION PROCEDURE**

Section 1. Processing/Time Limits for Appeal. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within fifteen (15) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this fifteen (15) day period, the parties will meet to attempt to mutually agree upon an arbitrator. Should the parties be unable to agree, a list will be obtained per Section 2.

Section 2. Selection of the Arbitrator. Grievances not settled in the foregoing steps of the grievance procedure shall be submitted upon request to arbitration under the voluntary rules of the American Arbitration Association (AAA). Upon the conveyance of the demand for arbitration, the parties shall jointly request a panel of fifteen (15) names of Ohio resident, national academy certified arbitrators from AAA. Once AAA submits the panel of arbitrators to the parties, the parties shall select an arbitrator.

Section 3. Hearing and Decision. The Union and the Employer will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties, subject to appeal as provided in the Ohio Revised Code.

Section 4. Authority of the Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

Section 5. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written

agreement of the parties.

Section 6. Fees and Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split evenly by the City and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 7. Decision Timelines. The arbitrator's decision and award will be requested to be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 8. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedure herein contained.

ARTICLE 28 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total seniority shall be defined as the length of continuous, uninterrupted full-time service as a sworn firefighter in the City of East Cleveland Fire Department calculated from the date and time of full-time appointment.
- B. **Classification/Rank Seniority.** Classification/Rank seniority is computed as the length of continuous, uninterrupted full-time service as a sworn firefighter in a specific classification/rank of the City of East Cleveland Fire Department from the date and time of appointment to the applicable classification/rank.

Section 2. Break in Seniority. Seniority shall be broken by only resignation, discharge or retirement.

ARTICLE 29 **LAYOFF AND RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force 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 East Cleveland Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in

writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that there exists a lack of work, lack of funds, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. If initiated, the reduction in force shall occur by classification/rank seniority within the affected classification/rank. Classification/rank seniority is calculated in accordance with Article 28, Seniority. The member with the least amount of classification/rank seniority shall be laid off first. A bargaining unit member residing in a higher classification (e.g., captain, lieutenant, etc.) shall be allowed to displace the member with the least amount of classification/rank seniority residing in the next lower classification/rank. In the event that a member is displaced from the rank/classification immediately above the firefighter classification, he may utilize his total seniority to displace the member with the least amount of total seniority in the fire fighter classification.

Within the affected classification, the Employer agrees to first layoff all temporary, seasonal, and part-time employees prior to initiating a layoff of regular full-time employees. No part-time personnel in the classification of firefighter shall be utilized to meet the Article 9, Safety Manning language while regular full-time employees are on the recall list to the classification of fire fighter.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for thirty-six (36) months. During that time, no new employee shall be hired into a bargaining unit position until laid off bargaining unit members have been given the opportunity to return to work. When the Employer determines that it wishes to recall employees to bargaining unit positions, it shall recall from that list in reverse order in which the member was laid off. Once recalled, any laid off employee is entitled to receive benefits that month.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 30 **ACTING OFFICER'S PAY AND PROMOTIONS**

Section 1. Permanent Vacancies. When permanent vacancy occurs in an officer's position due to a resignation, termination or retirement, such vacancy shall be filled by promotional examination, unless abolished. Where the Employer determines that a permanent vacancy is to be abolished and not filled, it shall provide the union with notice of its decision, and at the union's request, meet to discuss the impact of such decision. No permanent position in a

classification above the rank of fire fighter shall remain vacant unless abolished as described in this Agreement. Where a permanent vacancy occurs and a valid promotional list does not exist, it shall be filled on a temporary basis pending the establishment of a list, unless abolished, but not more than one hundred eighty (180) calendar days. All promotions shall be made pursuant to Section 2 of this article.

Section 2. Promotional Procedure. Within one hundred eighty (180) days of a permanent vacancy in a classification above the rank of fire fighter occurring, a permanent vacancy that is not abolished shall be filled according to merit and fitness ascertained through an objective, competitive examination, administered in the manner prescribed by the City of East Cleveland Civil Service Commission. The exam may consist of a combination of elements including, but not limited to, written examination, assessment centers, oral interviews, etc. Upon completion of the exam procedures, the Employer shall award the vacancy to any one (1) of the top three (3) candidates standing on the list certified to the Employer from the Civil Service Commission.

Section 3. Out of Classification Assignments. Pending the filling of a permanent promotional vacancy or when the Employer determines that its operational needs otherwise require, bargaining unit members may be temporarily assigned "Acting officer's pay" for assuming the duties and responsibilities of the vacant position.

Section 4. Out of Classification Assignment Procedure. Where a valid civil service promotional list exists, the Employer agrees to assign the member on the shift where the vacancy exists who ranks highest on the applicable promotional list. Where no active promotional list exists, the member assigned to fill the temporary position shall be the senior member in the next lower rank in the Department who accepts the assignment, except members may be passed over for reasonable cause.

Section 5. Civil Service Exams. The Employer agrees to use its best efforts to conduct a civil service examination every eighteen (18) month period in order to provide for permanent officer promotions.

ARTICLE 31 **TEAM LEADERS**

Section 1. Minimum Duration for Eligibility. When a non-ranking, non-supervisory member of the bargaining unit is required to fill in as the "Team Leader" on an apparatus, he/she will be compensated for each hour or part thereof that he/she remains in the position of Team Leader, provided that such assignment is for a minimum of twelve (12) hours.

Section 2. Supplement Amount. A Team Leader will receive an additional seventy-five cents (\$.75) per hour in hourly compensation.

Section 3. Duties/Responsibilities. It is understood that the Team Leader will assume a level

of responsibility for his/her team members, his/her equipment and supplies, consistent with good management practices and procedures, and as directed by the platoon commanding officer. He/She will not exercise the full range of supervisory duties of an officer.

Section 4. Procedure for Assignment. Team Leaders will be assigned on a seniority basis, from the affected platoon, as needed, each duty day. Team Leaders will be restricted to one (1) per each apparatus and then only if said apparatus does not have an assigned supervisor (officer).

ARTICLE 32

SUPERINTENDENT/ASSISTANT SUPERINTENDENT ASSIGNMENTS

Section 1. The City agrees to create one (1) Superintendent of Equipment, one (1) assignment for an Assistant Superintendent of Equipment, and one (1) assignment for an Assistant Superintendent of Buildings.

Section 2. Assistant Superintendent of Equipment Duties. The Assistant Superintendent of Equipment will assist and aid the Superintendent of Equipment in maintaining and repairing fire department apparatus and equipment.

Section 3. Assistant Superintendent of Buildings. The Assistant Superintendent of Buildings will assist and aid in the maintenance and minor repair of both fire stations.

Section 4. Assignment Procedure. The Employer maintains the exclusive right and has the sole discretion to determine which members shall serve as Superintendent/Assistant Superintendents, but the Fire Chief may consult with the Union in determining said assignments. The Employer shall also maintain the exclusive right to remove said members from such assignment at any time, without challenge. A member is free to decline assignment to any of the positions mentioned in the article if the member so chooses.

Section 5. Differential Amount. The amount of pay differential for the Superintendent shall be the difference between the annual salary of a First Grade Fire Fighter and the annual salary of a Lieutenant. The amount of pay differential for each Assistant Superintendent shall be one-half (1/2) of the difference between the annual salary of a First Grade Fire Fighter and the annual salary of a Lieutenant. This differential shall appear, on a pro-rated basis, in the member's bi-weekly paycheck.

ARTICLE 33

TRAINING AND SAFETY COORDINATOR ASSIGNMENT/EMPLOYMENT CERTIFICATIONS

Section 1. The City agrees to assign a pay differential to the individual who serves in the capacity of Training and Safety Coordinator for the Fire Department. There shall be only

one (1) Training and Safety Coordinator on the Fire Department.

Section 2. Training Coordinator Duties. The member assigned to the position of Training and Safety Coordinator will assume all of the duties and responsibilities of that position, as determined and defined by the Fire Chief.

Section 3. Assignment Procedure. The Fire Chief maintains the exclusive right and has the sole discretion to determine which member shall serve as Training and Safety Coordinator, but the Fire Chief may consult with the Union in determining said Training and Safety Coordinator. The Fire Chief shall also maintain the exclusive right to remove said member from such assignment at any time, without challenge. A member is free to decline assignment to the Training and Safety Coordinator's position if the member so chooses.

Section 4. Differential Amount. The amount of the pay differential for the Training and Safety Coordinator shall be equivalent to the pay differential between Fire Fighter 1st Grade and Superintendent of Equipment. This differential shall appear, on a pro-rated basis, in the member's bi-weekly paycheck.

Section 5. Nothing herein should be construed as Officers of their administrative or tactical responsibilities for the training and safety of their subordinate members.

Section 6. Certification Repayment Criteria. Any employee who resigns within five (5) years of employment must repay the City for the cost of the following training certifications: Firefighter Level II, EMT, Paramedic, Fire Safety Inspector, and OPOTA. The reimbursement schedule shall be as follows:

- within 3 years - 100%
- within 4 years - 50%
- within 5 years - 25%

ARTICLE 34 **COMPENSATION AT RETIREMENT OR RESIGNATION**

Section 1. Eligibility for Accrued Holiday and Vacation Payment. To remain in good standing so as to be entitled to receive compensation for accrued vacation, or holiday time, a fire fighter who voluntarily resigns from the department must submit written notice to the Chief at least fourteen (14) calendar days prior to the effective date of his resignation. Accrued time, whether for vacation, holidays, or compensatory time, may not be used to satisfy the fourteen (14) day requirement. Payment will be computed on an hourly basis in accordance with Rule 5.702(b) of the Rules and Regulations of the East Cleveland Fire Department.

Section 2. Accrued Time Under the FLSA. Upon retirement all accrued compensatory time and overtime will be paid in compliance with the Fair Labor Standards Act. Payment

will be computed on an hourly basis in accordance with Rule 5.702(b) of the Rules and Regulations of the East Cleveland Fire Department.

Section 3. Date of Resignation. The last day worked and the date of resignation will always be the same except where an employee who is retiring on a pension needs or desires credit for the accrued time to meet a specific date for retirement credit.

ARTICLE 35 **PROBATIONARY PERIODS**

Section 1. Initial Hire. All newly hired employees shall be required to serve a probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through the grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 2. Promotions. All newly promoted and appointed employees shall be required to serve a promotional probationary period of twelve (12) months. During such period, the Employer, at its sole discretion may demote such employee(s) to his previous position and any such demotion shall not be appealable through the grievance or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE 36 **TRADING OF SHIFTS**

Section 1. The trading of shifts by members of the Department shall be subject to the approval of the Commanding Officer of the shift on which the trade is occurring with the primary consideration being the manpower needs of each platoon, as determined by the Commanding Officers involved.

Section 2. Notice/Repayment. Trades shall require a three (3) day advance notification unless waived by the Employer/designee. Any trade with less than a three (3) day notice must be approved by the Fire Chief/designee. All trades shall be repaid within twelve (12) months of the date of trade.

ARTICLE 37 **ALLOWANCE FOR HOLDOVER FOR NON-EMERGENCY CONDITIONS**

Section 1. Reporting. In cases where a holdover at change of shift is needed due to reasons other than fire fighters being at an alarm, the employee who will be late for the start of his shift must report to his platoon commander prior to the start of the shift (0830 hours) and tell the commander when he will arrive on duty.

Section 2. Trade Request/Approval. A late employee may request an employee on the shift to holdover for a certain period of time, not to exceed two (2) hours, unless approved by the platoon commander. If a trade is agreed upon, a memorandum of it shall be executed in the journal.

Section 3. Tardiness/Discipline. Employees who frequently arrive late may be subject to discipline.

ARTICLE 38 **EMERGENCY CALL-OUT**

Section . Minimum Amount. A minimum of four (4) hours shall be paid at the overtime rate on a call-out.

Section 2. Call-Out Defined. A call-out is defined as a member or members called back to work from home during off duty hours for any situations including, but not limited to, court, training, or to provide assistance in any situations caused by an unforeseen combination of circumstances not abutting the beginning or ending of a regularly scheduled shift. Disciplinary actions or hearings are not considered call-out situations. Carryovers from the previous shift do not constitute call-out. If a member is off duty and happens upon the scene of an emergency involving the Fire Department and provides assistance upon the direction of the officer in charge, he will be paid the overtime rate for the actual number of hours worked.

ARTICLE 39 RESIDENCY

Section 1. Residency. The Employer agrees to comply with applicable law on this matter. The Employer further agrees to bargain with the Union regarding the implementation and effect of residency requirements passed pursuant to R.C. 9.481.

ARTICLE 40 **PERSONNEL FILES**

Section 1. Personnel Files. It is recognized by the parties that the Employer may prescribe reasonable regulations for the custody, use, and preservation of the records, papers, books, documents, and property belonging to the City. Inasmuch as material in a public employee's personnel file is considered a public record under the Ohio Public Records Law, the Employer is prohibited from denying access to certain portions of an employee personnel file when a public records request is made for the material. The Employer agrees to notify bargaining unit members when such a request has been made.

Section 2. Access. Every bargaining unit member shall be allowed to review his personnel file during non-working time within three (3) working days of submitting a written request to do so. In the event that a union official requires access to file information as part of the grievance procedure or a disciplinary matter, the official will contact the City HR Director/designee to schedule a mutually agreeable time to review the file.

Section 3. Clarification. If any member disputes the accuracy of the material in his personnel file, he may make a written request that an IAFF representative be granted access to the personnel file. The Employer agrees to schedule a mutually agreeable time for the IAFF representative to be granted access to the personnel file once the request has been made. If a member feels that clarification of the circumstances surrounding the personnel file material is necessary, the member may submit to the Employer a written clarification or explanation. Such explanation shall not contain derogatory matter regarding the Employer or any employees. The Employer shall attach such explanation to the material at which it is directed and place it in the member's personnel file.

ARTICLE 41 **PROTECTION OF PROPERTY AND SECURITY**

Section 1. Locker Maintenance. Each employee shall be assigned his own personal locker which shall be his sole responsibility to clean and maintain.

Section 2. Access/Privacy. Bargaining unit members acknowledge that the City has informed members that to the extent that such lockers are property of the City of East Cleveland, the position of the City is that there is no expectation of privacy in them. However, the Employer agrees that no other employee of the City of East Cleveland, supervisory or otherwise, shall be permitted access to such personal locker without the employee assigned to the locker or a Union Representative being present. Prior to opening a member's locker an attempt will be made to contact the member.

ARTICLE 42 **STATION WORK**

Section 1. Major Repairs. All major repairs to the physical property shall normally be performed in a manner determined by the City, but fire fighters shall not be ordered to effect such improvements.

Section 2. Emergency Situations & Routine Maintenance. Notwithstanding section 1, the Fire Chief retains the right to assign repair and maintenance work where such work is of a bona fide emergency nature, or where such work consists of regular and routine cleaning and simple maintenance (e.g., replacing burned out light bulbs, sweeping floors, etc.).

Section 3. Voluntary Maintenance. Fire fighter personnel shall be afforded the opportunity to volunteer for particular repair and maintenance tasks in the fire houses and shall be free to

accept or reject such opportunities without harassment from management, fellow fire fighters, or other City employees.

ARTICLE 43
SANITATION, MAINTENANCE, AND UPKEEP

Section 1. The Employer agrees to supply and make available those materials it determines necessary for the day-to-day maintenance, sanitation, and upkeep of all fire houses.

ARTICLE 44
INDEMNIFICATION

Section 1. No bargaining unit member shall forfeit any accrued leave or be assessed any fine for the damage or destruction of firefighting equipment, emergency medical equipment, or other equipment incidental to bargaining unit work unless one of the following conditions apply: 1) the bargaining unit member acted in a willful, wanton, or reckless manner; or, 2) the bargaining unit member failed to take reasonable care and the bargaining unit member's actions were an independent and sufficient cause of the damage or destruction.

ARTICLE 45
DRUG/ALCOHOL TESTING

Section 1. Policy Statement. Both the Union and the City recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees of the Division of Fire. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education prevention and rehabilitation rather than termination.

Section 2. Definitions.

- (a) **Drug.** The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- (b) **Illegal Drug Usage.** The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
- (c) **Drug Test.** The term “drug test” means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedures consistent with the United States Department of Transportation (“D.O.T.”) regulations.

- (d) **Misuse of Alcohol.** The term “Misuse of Alcohol” means the use or possession of ethyl, methyl or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph [e]) for the presence of alcohol in an employee's system while at work.
- (e) **Alcohol Test.** The term “Alcohol Test” means a test selected and certified under Federal Standards. An initial positive level of .04 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the members personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 210L of breath. If confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing, including any samples, shall be expunged from the member's personnel file.
- (f) **Voluntary Participation in a Dependency Program.** “Voluntary Participation in a Dependency Program” means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program under the Employee Assistance Program and/or covered by the employee's insurance plan.

Section 3. Notice and Education of Employees Regarding Drug/Alcohol Testing. There will be an education and information period prior to random testing under this policy for employees, except that prior policies governing the testing of cadets and testing under consent forms shall remain in effect during this period.

All employees will be informed of the Division's drug/alcohol testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer will inform the employees of the manner in which these tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine and the consequences of testing positive for illegal drug use and alcohol abuse/misuse. All new employees will be provided with this information when initially hired. No employee shall be randomly tested until this information has been provided.

Section 4. Basis for Ordering an Employee to be Tested for Drug/Alcohol Abuse. Employees may be tested for drug/alcohol abuse/misuse during working hours under any of the following conditions:

- (a) **Reasonable Suspicion.** Where there is reasonable suspicion that the employee to be tested is engaged in illegal drug usage or is using alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using alcohol or engaged in illegal drug usage in violation of this policy. Two examples of where reasonable suspicion shall be deemed to exist are where there has been a

serious on-duty injury to an employee, or another person, the cause of which is otherwise unexplained, and where an employee, while driving a city vehicle, becomes involved in a traffic accident which results in physical harm to persons or property where the circumstances raise a question as to the existence of the use of alcohol or illegal drugs by the employee involved. The listing of these examples is not intended to exclude other situations which may give rise to reasonable suspicion of the use of alcohol or illegal drugs. If reasonable suspicion the use of alcohol or illegal drugs is suspected, it shall be reported to the Chief. He shall determine if drug/alcohol testing is warranted, and if so, shall order that the test be taken.

- (b) **Basis for Reasonable Suspicion Finding to be Available Upon Request.** If reasonable suspicion of alcohol or drug use is suspected, it shall be reported to a Deputy Chief on duty. He shall determine if drug testing is warranted. If so, he shall issue the prior orders to require that the test be taken. The Deputy Chief shall give his “reasonable suspicion” reasons for requiring the drug test to the Chief of Fire as soon as possible in writing. Such report shall be confidential, but a copy will be given to the employee, if requested, and it will also be released to anyone requested by the employee tested.
- (c) **For Random Testing.** The term “Random Testing” means employees, during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract during a calendar year beginning January 1 (if testing commences later than January 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year. Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled day off, vacation, already absent due to illness or injury, on Compensatory Time Off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing. The Union will be provided a copy of the list of names selected for random testing after completion of the tests.
- (d) **Return to Duty Testing.** Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.
- (e) **Return to Duty Testing after Participation in a Rehabilitation Program.** Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) urine tests within the one year period starting with the date of return to duty.
- (f) **During the twelve (12) month probationary period.** Prior to obtaining a

drug/alcohol test from an employee as set forth in sections (a) through (e) above, the City shall instruct the employee that the results of the drug/alcohol test can result in termination from employment, subject to the conditions set forth below.

Section 5. Urine Samples. Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence. The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician. The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered unless honoring the request will result in a delay of the testing process.

Section 6. Testing Procedure. The Laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two-step procedure.

- (i) Initial screening step, and
- (ii) Confirmation Step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

Where urine samples have been taken, the two (2) samples will be preserved for a reasonable period of time and tested employees will have the opportunity to take one of these samples to a reputable physician or laboratory of their choosing for retesting.

Section 7. Medical Review Officer. The City shall maintain a Medical Review Officer (“MRO”). The MRO shall review any positive test results before a determination is made regarding a violation of this policy. The MRO will be available to discuss the test results with the employee.

Section 8. Disciplinary Action.

- (a) **Drugs.** Employees who as a result of being drug tested are found to be using illegal drugs shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of an approved treatment program. An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a two (2) day suspension (but is also subject to additional discipline for other rules violations). Any employee testing positive for illegal drugs for a second time shall be subject to termination. Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of an approved treatment program. Any employee found for a second time to be abusing drugs which have been legally prescribed shall be subject to dismissal.
- (b) **Alcohol.** An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of an approved treatment program. An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a two (2) day suspension (but is also subject to additional discipline for other rules violations). Any employee testing positive for alcohol for a second time shall be subject to termination.
- (c) **Refusal to Test/Cooperate in the Testing Process.** Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

Section 9. Right to Appeal. An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at the Mayor/designee Step 4 of the grievance procedure.

Section 10. Voluntary Participation in a Dependency Program. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through an approved treatment program, the Employee Assistance Program and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public. Participation in a dependency program is voluntary and strictly confidential. Neither the City administration, the Division of Fire nor any unit or entity within shall have access to the program's files and records. However, the Chief of Fire or his designee shall be advised when an employee is hospitalized or is an out patient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Section 11. Disciplinary Action for Additional Infractions. Illegal drug use or alcohol misuse or participation in any substance abuse dependency or rehabilitation program will not preclude disciplinary action against employees for any law or rule violation even though such law or rule violation may have been connected in part with drug/alcohol abuse, and/or even if the rehabilitation program is voluntarily undertaken.

ARTICLE 46
LABOR/MANAGEMENT COMMITTEE

Section 1. Composition. The City agrees to the implementation of a Labor/Management Committee to discuss those activities which directly or indirectly affect the welfare and safety of members of the bargaining unit and the provision of fire and/or emergency medical services. The committee shall be comprised of up to two members of the Fire Department management, two union representatives (at least one who will not be in a supervisory position) and up to two representatives from the Employer.

Section 2. Notice/Agenda. The committee shall meet quarterly or upon the request of a party. Where the meeting is scheduled at the request of either party, the requesting party agrees to provide notice of the purpose of the meeting prior to the meeting date.

ARTICLE 47
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of East Cleveland or Rules and Regulations of the Civil Service Commission of the City of East Cleveland, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees. Additionally, in accordance with Revised Code 4117.10(A), laws pertaining to civil rights, affirmative action, unemployment compensation, worker's compensation, the retirement of public employees, residency requirements, and the provisions of 124.34(A) concerning the disciplining of classified employees convicted of a felony prevail over any conflicting provisions of this collective bargaining agreement.

Section 3. In accordance with the provisions of Ohio Revised Code section 4117.10(A), this agreement covers the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

Contract Article	Statute / Regulation Preempted (All Statutory References include Corresponding Municipal Ordinances and Municipal Civil Service Rules)
Article 26 Grievance Procedure	R.C. 124.34
Article 27 Arbitration	R.C. 124.34
Article 29 Layoff & Recall	R.C. 124.321-124.328; R.C. 124.37; R.C. 124.45-124.48
Article 20 Vacations	R.C. 9.44; R.C. 325.19
Article 20 Holidays	R.C. 325.19
Article 18 Sick Leave	R.C. 124.38; R.C. 124.39; R.C. 124.381
Article 23 Funeral Leave	R.C. 124.387
Article 25 Jury Duty	R.C. 124.135
Article 35 Probationary Period	R.C. 124.27
Article 30 Acting Officer's Pay and Promotion	R.C. 124.27; R.C. 124.30; R.C. 124.31; R.C. 124.45-124.48
Article 28 Seniority	R.C. 9.44; R.C. 124.321-124.328; R.C. 124.37
Article 34 Compensation at Retirement or Resignation	R.C. 124.39

ARTICLE 48
SAVINGS CLAUSE

Section 1. If any provision of this Contract, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

Section 2. In the event that this occurs, within fourteen (14) days of either party serving notice on the other, the parties agree to meet for the purpose of discussing whether or not an alternative to the invalidated language can be agreed upon.

ARTICLE 49
TERM OF AGREEMENT AND RETROACTIVITY

Section 1. This Contract shall be for a term commencing January 1, 2013, and shall remain in full force and effect until December 31, 2015. Nothing shall be retroactive except as may be provided herein.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2014.

For the City of East Cleveland

For the IAFF, Local #500

Mayor

IAFF Local 500 President

HR Director

IAFF Local 500 Vice-President

Fire Chief

IAFF Local 500 Secretary

IAFF Local 500 Treasurer

Approved as to Form:

Director of Law

SIDE LETTER
DEPUTY CHIEF TITLES

The parties agree that members of the bargaining unit who are Captains shall be allowed to refer to themselves as Deputy Chiefs and wear uniforms and insignia of that formerly recognized rank.

SIDE LETTER
MERGER DISUCSSIONS

In the event that the City of East Cleveland enters into discussions concerning the merger of services with another entity or transition of services to another entity, the City will advocate for the continuation of employment of unit members with that succeeding entity in those discussions.

SIDE LETTER
RANK COMPLIMENT

Section 1. Rank Compliment. The parties agree that effective upon ratification, the baseline rank structure for bargaining unit positions the promoted ranks of the Fire Department shall consist of the following:

4 Captains
9 Lieutenants

Section 2. Testing Timeline. The parties agree that civil service testing shall be conducted within ninety (90) days of the execution of the parties' agreement in order to generate promotional lists from which any vacancies in the above described structure will be filled. Pending the generation of the lists, the City shall temporarily fill the vacancies through acting officer status in accordance with the parties' agreement. After the generation of a valid list, permanent appointments will be made to create the above baseline structure. Thereafter, the parties agree that promotions, abolishment, and out of classification assignments shall be made in accordance with Article 18, Acting Officer's Pay and Promotions, of the parties' agreement and this Side Letter will cease to have force and effect.

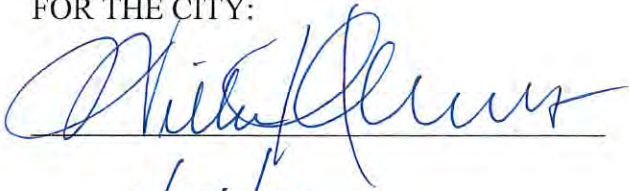
MEMORANUM OF UNDERSTANDING
RECORDS AND ARBITRATION

The parties recognize that notwithstanding Article 40, Section 1, Personnel Files, records that are submitted at arbitration which have not been obtained through the proper channels may be eligible for admission during such proceedings. However, the failure to follow the appropriate processes to obtain such documents or records may subject a member to discipline.

EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

The City of East Cleveland (“City”) and the East Cleveland Firefighters, IAFF Local 500 (“Union”), enter into this Agreement regarding the extension of Collective Bargaining Agreement (“CBA”) dated January 1, 2013 through December 31, 2015. Through this Agreement, the parties recognize that the terms of the CBA were extended, in full force and effect, from the period of January 1, 2016 through December 31, 2018. This Agreement concludes State Employment Relations Board Case No. 2016-MED-04-0503.

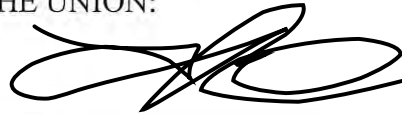
FOR THE CITY:



Date

1/14/19

FOR THE UNION:



Date

1/18/2019