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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MAPLE HEIGHTS

AND

MAPLE HEIGHTS FIRE FIGHTERS ASSOCIATION,

LOCAL 1184, AFL - CIO

TERM OF AGREEMENT

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

SERB CASE NO. 2019-MED-0600

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ARTICLE I **PREAMBLE**

1.01 This Collective Bargaining Agreement is hereby entered into by and between the City of Maple Heights ("Employer") and the Maple Heights Fire Fighters Association, Local 1184, AFL-CIO ("Union").

ARTICLE II **INTENT OF AGREEMENT**

2.01 In an effort to continue the harmonious and cooperative relationship which the Employer has had with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interest of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency in service to the citizens of the City; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

ARTICLE III **RECOGNITION**

3.01 The Employer hereby recognizes the Union as the exclusive representative for negotiations concerning wages, hours, terms and other conditions of employment for a bargaining unit consisting of all Fire Cadets, Fire Cadets First Class, Fire Fighters Class I, Fire Lieutenants, and Fire Captains, excluding all other Fire Department employees.

3.02 No individual of the Union will enter into any agreement of their own with any representative of the Employer in regards to any matters in which the Union is the exclusive representative except with the approval of the Union President and one other Union Officer.

ARTICLE IV **DUES DEDUCTIONS AND AGENCY SHOP**

4.01 During the term of this Agreement, the Employer shall deduct regular monthly dues, initiation fees and special assessments ("dues") imposed by the Union from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions

4.02 The dues so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

4.03 The Employer shall deduct dues from the first pay in each calendar month.

4.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be transferred to the Greater Cleveland Fire Fighters Credit Union within ten (10) days from the date of making such deductions.

4.05 All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in the Union; (2) become members of the Union or (3) pay a service fee to the Union in an amount not to exceed the regular monthly Union dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement.

4.06 The Union agrees to hold the Employer harmless from any and all liabilities or damages, which may arise from the performance of its obligations under this article, and Local 1184 shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V **MANAGEMENT RIGHTS**

5.01 Except as specifically deleted or modified by the provisions of this Agreement, the Employer retains the complete and total authority, responsibility, power and right to direct and control the operation and work of the Fire Department and the direction of all of its employees. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to:

1. Hire, discipline, discharge for just cause, layoff and promote;
2. Promulgate and enforce employment rules and regulations;
3. Reorganize, discontinue or enlarge any operation or division within the Fire Department;
4. Transfer employees within or to other operations and/or divisions within the Fire Department;
5. Determine work methods and the number and location of facilities;
6. Determine the manner in which all work is to be performed;
7. Determine the size and duties of the work force, the number of shifts required, and work schedules;
8. Establish, modify, consolidate or abolish jobs; and
9. Determine staffing patterns including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the 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 VI UNION RIGHTS

6.01 The Employer will continue its policy of allowing the Union to hold its business meetings on Employer property, providing that such meetings do not interfere with the normal operation of the Department. The on-duty shift will not be barred from attending such meetings.

6.02 The Union President, or his designee, not to exceed one (1) per shift plus one (1) more employee from another shift, shall be granted time off to perform their Union related functions without loss of pay, provided that advance approval of such meetings is obtained from the Chief and another employee is available to replace the Union officials, if necessary. In such case, the time taken pursuant to this Section shall be "hour-for-hour" and shall not be subject to the minimum call-in requirements in Section 16.01. Effective January 1, 1989, such time shall not exceed an annual aggregate of two hundred (200) hours paid "Union Business Time" per calendar year.

6.03 For purposes of this section, the City shall add up to one hundred (100) hours of time per calendar year to the Union's previous year-end unused "Union Business Time," provided that the aggregate total hours available in any year shall not exceed two hundred (200) hours.

6.04 Members of the Union negotiating committee, which shall not exceed four (4), elected or appointed by the Union, shall have authorized leave from duty for all negotiation meetings which are arranged by the Employer and the Union, without loss of pay, provided not more than two (2) employees shall be from the same shift.

6.05 At the Union's request, the City shall meet with the Union President and up to two (2) additional Union members to discuss the provision of services to other Cities.

ARTICLE VII NO STRIKE

7.01 Neither the Union nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slow down, concerted "sick leave" or mass resignation, work stoppage or slow down or any other unlawful interference with the normal operations of the Employer.

7.02 Moreover, the Union shall, at all times, cooperate with the Employer in the continuation of its operations and services in a normal manner and shall actively discourage and attempt to prevent any violation of this article. In the event of a violation of this article,

the Union shall immediately notify all employees that the strike, work stoppage or slow down, or other concerted interference with the normal operations of the Employer is prohibited, in violation of this Agreement, unlawful and not sanctioned or approved by the Union. The Union shall order all employees to return to work immediately.

- 7.03 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 the citizens and that any violations 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 this article, the Employer shall be entitled to the Union indemnifying and holding the Employer harmless from any and all costs arising from the Union's violation of this article.
- 7.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate disciplinary action.

ARTICLE VIII NON-DISCRIMINATION

- 8.01 The Employer and the Union agree not to discriminate in the administration of this Agreement against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, genetic history, military status, or handicap.
- 8.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE IX PROBATIONARY PERIOD

- 9.01 All newly hired employees will be required to serve a probationary period of eighteen (18) months. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealed through any grievance or appeal procedure contained herein or to any Civil Service Commission.
- 9.02 All newly promoted employees will be required to serve a promotional probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealed through any grievance or appeal procedure contained herein or to any Civil Service Commission.
- 9.03 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 9.01, above.

ARTICLE X SENIORITY, LAYOFF AND STAFFING

- 10.01 Seniority shall be determined by continuous service with the Fire Department. Continuous service shall be broken by retirement, resignation, or discharge. Seniority shall be adjusted to exclude periods of layoff, disciplinary suspension, leaves of absence

without pay or other no-pay status.

- 10.02 Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.
- 10.03 The youngest employee in point of employment shall be first laid off. Should a position in the Fire Department once abolished or made unnecessary be found necessary to be recreated or re-established within five (5) years from the date of abolition, or should a vacancy occur through death, resignation or other cause within five (5) years from the date of the abolition of the position or layoff, the eldest 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, and still carries the required certifications, and can pass any required physical exam. If an employee, laid off as proscribed 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 considered in the determination of the five (5) years stipulated as a maximum time within which reinstatements shall be made; such five (5) year period shall be computed exclusive of the time the employee spent in the armed services. When a position above the rank of 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.
- 10.04 For the purpose of safety to the residents of Maple Heights, and its employees, the City shall provide sufficient staff to respond to alarms handled by the Maple Heights Fire Department. Effective as of July 2, 2014, the minimum number of personnel to be staffed on a duty day shall be six (6) bargaining unit members working Platoon duty.
- 10.05 For the purpose of safety to the residents of Maple Heights, and its employees, the City shall provide a full-time Fire Prevention Bureau staffed by no less than one (1) non Platoon working member of the bargaining unit. The City retains the right to reassign up to two (2) personnel for up to one hundred eighty days (180) at a time.
- 10.06 An employee subject to reduction in force under Section 10.02 will be provided a fourteen (14) calendar day advance notice of such action.

ARTICLE XI **DISCIPLINE**

- 11.01 A non-probationary employee who is suspended, reduced in rank or discharged shall be given a written notice of such suspension, reduction in rank or discharge, stating the reasons(s) for the suspension, reduction in rank or discharge within eight (8) days from the date of such action. Any non-probationary employee shall be informed of and granted the right, if requested by the employee, to have a Union representative present when notified of his suspension, reduction in rank or discharge.

- 11.02 Any non-probationary employee who is suspended, reduced in rank or discharged shall be able to appeal such disciplinary action through only the Grievance and Arbitration Procedures herein contained. All such appeals must be filed within eight (8) days from the date the employee receives written notice of such action at Step 3 of the Grievance Procedure.
- 11.03 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.
- 11.04 The Union, on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspension, reduction in rank or discharge) to any Civil Service Commission.
- 11.05 Records of disciplinary actions that are more than five (5) years old shall, upon request of the employee, be removed from his or her personnel file.

ARTICLE XII LABOR-MANAGEMENT COMMITTEE

- 12.01 A Labor-Management Committee shall be established to discuss issues relating to the Division of Fire which have not been the subject of a grievance or negotiation. The Committee shall consist of up to three (3) representatives of the Union and up to three (3) representatives of the Employer, of which not more than two (2) shall be from the Division of Fire, with at least one (1) being from the administration.
- 12.02 The Committee shall meet as necessary but not later than ten (10) days upon the request of either the Union or Employer. Each side shall advise the other in writing of its designated members. Either side shall have the right to reasonable substitution.

ARTICLE XIII SUBSTANCE ABUSE POLICY

- 13.01 The Employer and the Union agree to the Substance Abuse Policy attached hereto as Addendum to Collective Bargaining Agreement.
- 13.02 The Employer and the Union recognize the important of a Smoke-Free workplace. The Union agrees that its members will comply with the City's Smoke-Free Workplace Policy.

ARTICLE XIV SUBSTITUTING OF TIME

- 14.01 Employees shall have the right of swapping time (substituting time) as long as such change does not interfere with the operation of the Fire Department, and such substituting is approved of in advance by the affected shift officers and the Chief. Such approval shall not be unreasonably denied.

- 14.02 In the event an employee who is filling in for another employee on a time substitution fails to work such time, the employee shall be required to provide such evidence of illness or injury (doctor's certification or other reason and documentation, etc.) as may be requested by the Chief.
- 14.03 In the event of an emergency in the employee's family, and neither the Chief nor his Designee are available, the senior shift officer shall have the authority to grant time off.

ARTICLE XV HOURS

- 15.01 Effective January 1, 2008, the average workweek for employees working the three platoon system shall be forty-nine (49) hours. Effective January 1, 2015, the average workweek for employees working the three platoon system shall be forty-eight (48) hours. The work shift for said personnel shall not normally be more than twenty-four (24) consecutive hours in each seventy-two (72) hour period, except in cases of overtime. Starting time for all tours of duty shall be seven o'clock (7:00), a.m. The F.L.S.A. days off shall be selected in accordance with existing Departmental policy.
- 15.02 The Chief shall issue a General Order designating a work cycle which will comply with F.L.S.A. requirements and which will be reflective of the average workweek referenced in Section 15.01 above.
- 15.03 Employees in the Fire Prevention Bureau shall work a forty (40) hour workweek based on four (4) days of ten (10) hours per day. The Chief shall have the authority, at his discretion, to assign any four (4) days in any calendar week.

ARTICLE XVI CALL-IN, OVERTIME AND COURT TIME PAY

- 16.01 Any employee called in on his off-duty time shall be compensated at one and one-half (1 1/2) times his regular hourly rate for the time he is required to be on duty. Any employee called in shall be paid at least a minimum of four (4) hours overtime pay. When an employee is held over after the end of a shift, he shall be compensated at one and one-half (1 1/2) times his regular hourly rate. Holdover time shall be paid to the next one-quarter (1/4) hour.
- 16.02 Employees required to appear in court on behalf of the Employer while off-duty shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for each such appearance. Any employee called in shall be paid at least a minimum of four (4) hours overtime pay. When an employee is detained in court for more than four (4) hours, he shall be compensated at one and one-half (1 1/2) times his regular hourly rate. Holdover time shall be paid to the next one-quarter (1/4) hour.

16.03 Employees shall have the option of receiving compensatory time at one and one-half (1 1/2) times the number of hours worked in lieu of cash payment; such hours may be taken off at a future date with the approval of the Fire Chief. Said compensatory time shall be recorded in the employee's compensatory time bank and said compensatory time bank shall be allowed to accumulate to a maximum of four hundred and eighty (480) hours.

16.04 All existing compensatory time shall be consolidated into one (1) compensatory time bank. Employees with an aggregate total of compensatory time in excess of the four hundred and eighty (480) hours will be allowed to maintain their balance but any new overtime earned by those employees or any employee in excess of the four hundred and eighty (480) hours will be required to receive payment in lieu of compensatory time.

16.05 To the extent possible, mandated periodic and refresher training for any level of EMT Certification shall be provided during regular work time. If an employee is not able to get such training while on duty, then he or she will be required to take the training during off duty time. The employee will not be compensated for any such training taken while off duty. The Employer shall pay the tuition cost for mandated courses necessary to maintain any level of EMT Certification.

16.06 In the event of the employee's separation from employment with the City, the Employer will pay the employee for all comp time remaining in the comp time bank at the employee's current hourly rate at time of separation. Comp time shall be updated and posted at least monthly.

16.07 The Fire Chief shall maintain a monthly list of overtime for the Department. A designated representative of the Union shall have the right to review the list periodically, upon prior request to the Chief.

16.08 Each employee will be entitled up to twenty-four (24) hours of compensation time off each year at the employee's discretion. This compensation time will be in addition to compensation time allowed under Section 18.12 with the exception of holidays listed in 17.01 of this agreement plus Easter Sunday. Only one (1) personnel shall be granted the usage of comp time at one time as allowed under this section. Compensatory time shall be taken in minimum blocks of four (4) hours.

ARTICLE XVII HOLIDAYS

17.01 All employees shall receive annually the following paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Christmas Day
Good Friday	Employee's Birthday
Memorial Day	June Paid Holiday
Independence Day	Floating Holiday
Labor Day	Christmas Eve
	New Year's Eve

17.02 The pay due for a holiday will be equivalent to a working day's pay.

17.03 In lieu of holidays off, sworn members of the Department working under the Platoon System will be entitled to eight (8) tours of duty off plus the June Paid Holiday. These tours can be taken at the discretion of the employee, subject to prior approval of the Chief.

17.04 Employees who are on the City payroll as of June 1 of each calendar year shall be eligible to earn the June Paid Holiday. Employees who have worked six (6) full calendar months of each calendar year shall be eligible to earn the first Floating Holiday each year. Employees who do not work the entire twelve (12) months of the calendar year will not be entitled to receive both the June Paid Holiday and the first Floating Holiday for that calendar year. The June Paid Holiday shall be a day's pay (8 hours), paid with the first pay in June.

17.05 When an employee is required to work (i.e., when shift commences on the holiday) on New Year's Eve, New Year's Day, July 4th, Thanksgiving Day, Christmas Eve, and Christmas Day, they shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay based on the forty-nine (49) hour rate in addition to any other holiday benefit. Effective January 1, 2015, this shall be based on the forty-eight (48) hour rate in addition to any other holiday benefit.

ARTICLE XVIII VACATIONS

18.01 Each employee working under the Platoon System shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Months/Years of Employment</u>	<u>Vacation to be Taken</u>
a. one to three full calendar months of service by January 1	one (1) tour of duty
b. four to six full calendar months of service by January 1	two (2) tours of duty
c. seven to nine full calendar months of service by January 1	three (3) tours of duty
d. ten but less than twelve full calendar months of service by January 1	four (4) tours of duty
e. one to six full years of service by January 1	five (5) tours of duty

f.	six to twelve full years of service by January 1	seven (7) tours of duty
g.	twelve to eighteen full years of service by January 1	ten (10) tours of duty
h.	eighteen to twenty-five full years of service by January 1	twelve (12) tours of duty
i.	twenty-five full years and over of service by January 1	fourteen (14) tours of duty

18.02 Employees eligible for vacation as above specified under (e), (f), (g), (h), and (i), will also be eligible for one-half the vacation allowance under (a), (b), (c) and (d) during the anniversary of their sixth, twelfth, eighteenth and twenty-fifth year of service, respectively.

18.03 At separation only, a normal two (2) week pay period will consist of five tours of duty. For pay purposes, one tour of duty will be equal to one-fifth of a normal two (2) week pay.

18.04 Each employee working in the Fire Prevention Bureau shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Months/Years of Employment</u>	<u>Vacation to be Taken</u>
a. one to three full calendar months of service by January 1	two (2) days
b. four to six full calendar months of service by January 1	four (4) days
c. seven to nine full calendar months of service by January 1	six (6) days
d. ten but less than twelve full calendar months of service by January 1	eight (8) days
e. one to six full years of service by January 1	two (2) weeks
f. six to twelve full years of service by January 1	three(3)weeks

g.	twelve to eighteen full years of service by January 1	four(4) weeks
h.	eighteen to twenty-five full years of service by January 1	five (5) weeks
i.	twenty-five full years and over of service by January 1	six (6) weeks

18.05 Employees eligible for vacation as above specified under (e), (f), (g), (h), and (i), will also be eligible for one-half the vacation allowance under (a), (b), (c) and (d) during the anniversary of their sixth, twelfth, eighteenth and twenty-fifth year of service, respectively.

18.06 Vacation time shall be taken by rank and seniority at a time approved of by the Chief.

18.07 Splitting of vacations will be allowed, as in the past, and all regular vacation will be picked before picking holiday tours.

18.08 Any employee who quits or retires and has unused vacation time shall receive such vacation time, provided he gives prior written notice of at least fourteen (14) calendar days to the Chief.

18.09 Any employee who accumulated and earned vacation time from being employed by the State of Ohio, or any other political subdivision of the State of Ohio, and who has become employed by the employer within ten (10) years from his/her termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the employer. For an employee to do so, he must provide the Human Resources Department with written certification from his prior employer concerning the exact periods of such employment.

18.10 An employee working a regular forty (40) hour week who has completed twenty-five (25) years of full-time, continuous service with the Employer shall have the option, upon written request to the Fire Chief, to be paid in cash for any accrued vacation time which exceeds four (4) calendar weeks during any calendar year. Eligibility for such payment begins in the calendar year in which the employee completes the required twenty-five (25) years of service.

18.11 An employee working under the Platoon System who has completed twenty-five (25) years of full-time, continuous service with the Employer shall have the option, upon written request to the Fire Chief, to be paid in cash for any accrued vacation time which exceeds ten (10) tours of duty during any calendar year. Eligibility for such payment begins in the calendar year in which the employee completes the required twenty-five (25) years of service.

18.12 Subject to the prior approval of the Fire Chief, and excluding the June Paid Holiday, four (4) employees may be off on approved leave (Vacation, Holiday Time, FLSA days and Comp Time).

After all vacation, holiday time, and FLSA days are selected for the subsequent calendar year (currently done in November/December), the Fire Chief has the option of counting up to one (1) employee on sick leave or line of duty injury leave in excess of two (2) consecutive calendar weeks as one of the four (4) employees off when determining whether to allow an employee to modify time off or take comp time. This shall not affect the right of employees to take up to twenty-four (24) hours of comp time at the employee's discretion pursuant to Section 16.08.

ARTICLE XIX **SICK LEAVE**

19.01 Sick Leave shall be defined as an absence necessitated by personal illness or injury, including pregnancy, to the employee.

19.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service per pay period. For purposes of this section, completed service shall only include hours actually worked, vacations, holidays, and other authorized leave with pay. The sick leave accumulation rate for employees working under the three platoon system shall be the same, proportionately, as sick leave for employees working a forty (40) hour week. For example, an employee working a 40 hour week earns 2.3 hours of sick leave during that period; an employee working a 49 hour week would earn 2.875 hours of sick leave during that period; and an employee working a 48 hour week would earn 2.76 hours of sick leave during that period. Sick leave accumulation, earned as designated above, shall be without limit.

19.03 An employee who is to be absent on sick leave shall notify the fire department of such absence, and the reason therefore, at least one-half (1/2) hour before the start of his/her work shift in accordance with current department policy as determined by the Chief.

19.04 Sick leave may be used in segments of not less than one-quarter (1/4) hour.

19.05 Any abuse of sick leave, or the patterned use of sick leave, shall be just and sufficient cause for discipline, up to including discharge, if warranted, in accordance with the City of Maple Heights Controlled Absence Program guidelines which became effective on February 1, 1994.

19.06 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death, as may be satisfactory to him, or may require the employee to be examined by a physician designated and paid by the Employer. In any event, the employee absent for more than one (1) tour of duty must supply a physician's report to be eligible for paid sick leave, unless waived by the Chief.

19.07 If an employee fails to submit adequate proof of illness, injury or death, upon request, or in the event that upon such proof as is submitted or upon the report of a medical examination the Employer finds there is no satisfactory evidence of illness, injury or

death, sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

- 19.08 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is physically able to perform his normal duties or that his return to duty will not jeopardize the health and safety of other employees.
- 19.09 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.
- 19.10 Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio, or any other political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said accumulation to his leave accumulation with the Employer, providing that for employees hired after August 1, 1986, such sick leave accumulation shall be limited to a maximum of two hundred forty (240) hours and such sick leave was not surrendered for cash payment to the former employer. In order to do so, he must submit a certification of such time by his previous employer to the Human Resources Department.
- 19.11 Except as indicated in 19.12 below, at the time of death, resignation or retirement from active service with the Employer, employees having a minimum of five (5) years of continuous service with the Employer and less than twenty-five (25) years of continuous service for pension purposes, or their estate, may elect to be paid in cash for one-third (33%) of the value of their accrued but unused sick leave credit. Employees having twenty-five (25) years and over of continuous service for pension purposes, or their estate, may elect to be paid in cash for forty (40%) percent of the value of their accrued but unused sick leave credit. Such payment shall be made only once to an employee. The maximum sick leave credit which may be converted at either the 33% or 40% rate under this section shall be limited to two thousand one hundred sixty (2,160) hours for employees working a forty (40) hour week, and proportionately the same for employees working under the three platoon system (For example, the maximum conversion for employees working an average forty-nine hour (49) week shall be two thousand five hundred and forty-eight (2,548) hours).
- 19.12 At the time of death, resignation or retirement from active service with the Employer, employees hired on or after August 1, 1992, or their estate, may elect to be paid in cash for their accrued unused sick leave credit in the amounts indicated below. The maximum sick leave credit which may be converted to a cash payment using the percentages below shall be limited to two thousand one hundred and sixty (2,160) hours for employees working a forty (40) hour week, and proportionately the same for employees working under the three platoon system (For example, the maximum conversion for employees working an average forty-nine hour (49) week shall be two thousand five hundred and forty-eight (2,548) hours).

a.	After ten (10) years of full-time continuous service with the Employer:	25%
b.	After fifteen (15) years of full-time continuous service with the Employer:	30%
c.	After twenty (20) years of full-time continuous service with the Employer:	33%
d.	After twenty-five (25) years of full-time continuous service with the Employer:	40%

19.13 Sick leave with pay may be granted upon the recommendation of the Fire Chief for the following reasons: (1) sickness of the employee; (2) injury to the employee; (3) emergency medical, dental or optical treatment of the employee; or (4) serious sickness or emergency medical treatment of a member of the employee's immediate family as defined in Section 21.02. If sick leave is granted for family members not living in the employee's household or is a dependent child under the age of eighteen (18) years of age not living in the employee's household, Section 19.14 shall apply or as provided under the terms of The Family Medical Leave Act.

19.14 The maximum sick leave which may be granted under this article for family illness may be no more than three (3) tours of duty for employees who have been with the Employer more than twelve (12) consecutive calendar months and who are working under the platoon system. The maximum sick leave which may be granted under this article for family illness may be no more than five (5) working days for employees who have been with the Employer more than twelve (12) consecutive calendar months and who are working a regular forty (40) hour work week. The Chief shall require a certificate of the attending physician before recommending payment to any employee under this provision. In special cases where the Chief deems that more than three (3) tours (or five work days) are necessary, he shall submit such recommendation in writing to the Mayor for approval. For purposes of this section, the term "Immediate Family" shall include those individuals so designated under Article 21.02 FUNERAL LEAVE.

ARTICLE XX FIRE FIGHTER SICK LEAVE BANK

20.01 The Maple Heights Fire Fighters Association, Local 1184, AFL-CIO offers its eligible bargaining unit members, the Assistant Fire Chief and Fire Chief, access to a Sick Leave Bank to enable bargaining unit support of one another due to serious illness or injury beyond the control of the employee. An eligible employee will be granted up to a maximum of four hundred and eighty (480) hours (ninety {90} work days) for members working a forty (40) hour work week or seven hundred and twenty (720) hours (thirty {30} tours of duty) for members working the three (3) platoon system) of sick leave hours from the Fire Fighter Sick Leave Bank, provided the requested number of hours are in the bank at the time of the member's request.

20.02 Employee Eligibility:

A bargaining unit employee shall be eligible to make a request for sick leave hours from the Fire Fighter Sick Leave Bank, provided he/she meets the following criteria:

1. The employee has been diagnosed with a serious health condition that makes the employee unable to perform his or her job functions.
2. The employee has completed one (1) full year (twelve {12} months) of continuous employment with the Maple Heights Fire Department.
3. The employee has used all accrued sick, vacation and holiday time.
4. The employee has contributed at least twenty-four (24) sick leave hours to the Fire Fighter Sick Leave Bank.
5. The diagnosed life-threatening or catastrophic illness or disabling condition is not a result of a work-related illness, injury or accident.
6. The employee has not been disciplined for abuse of time or sick leave during the last three (3) calendar years.

20.03 Definitions:

Serious Health Condition: A diagnosed condition or illness that affects a bargaining unit employee's health to the extent that he or she must be absent from work "on a recurring basis or for more than five (5) work days for treatment or recovery."

Reduced Work Schedule: A reduction in the number of hours a permanent full-time or part-time employee is regularly scheduled to work each work day or work week.

Short-term Conditions: Conditions for which treatment and recovery are very brief, such as minor illnesses that last only a few days and surgical procedures that do not require hospitalization and have only a brief recovery period are not serious health conditions and are not eligible under this policy.

20.04 Donation of Sick Leave Hours to Sick Leave Bank

1. All member employees are eligible to make donations of their accumulated sick leave hours to the Fire Fighter Sick Leave Bank. Member employees electing to donate sick leave hours will be required to complete a FIRE FIGHTER SICK LEAVE BANK DONATION FORM and attach a copy of the most recent bi-monthly Sick Leave Accumulation Sheet which verifies their accrued sick leave balance. The completed form, signed and dated, with required attachments shall be forwarded to the Fire Chief for processing. The deduction of sick leave will appear on the next scheduled paycheck.

2. Eligible member employees will be required to maintain a balance of at least two hundred and forty (240) hours of sick leave, should the member employee be faced with personal illness, injury or non-job-related accident requiring the use of sick leave.

20.05 Procedure for Making a Request for Sick Leave Hours:

Once a member employee has been diagnosed with serious health condition requiring use of sick leave on a long-term, intermittent or reduced work schedule, the employee shall complete a FIRE FIGHTER REQUEST FOR SICK LEAVE HOURS form. The completed form, signed and dated by the member employee, with required attachments shall be forwarded to the Fire Chief (or his/her designee) for approval.

The attending physician shall forward a written report to the Employer. This initial report must include the following information:

1. Nature and degree of the serious health condition or illness that affects the employee's health to the extent that he or she must be absent from work "on a recurring basis or for more than five (5) work days for treatment or recovery".
2. Physician name and medical facility.
3. Prescribed treatment, therapy or recovery period requiring the employee to be absent from work on a long-term, intermittent or reduced work schedule.
4. Preliminary estimate of the date/time when the employee may return to work either on a reduced work schedule, alternative duty basis, or to regular unrestricted duty.
5. If the member employee is permitted to return to work on a reduced work schedule or on an alternative duty basis, the physician must define the employee's capabilities, specify any work-related restrictions, and the anticipated time the employee will be on a reduced work schedule or alternative duty.
6. Anticipated date of return to work without restriction.

20.06 Approval of Requests for Sick Leave Hours from the Fire Fighter Sick Leave Bank:

A Fire Fighter Sick Leave Bank Review Board consisting of three (3) members of the Fire Fighter bargaining unit, the Fire Chief (or his/her designee) and the Director of Human Resources shall convene to review all Request for Sick Leave Hours made by eligible bargaining unit employees. The Review Board shall approve those requests that meet the following criteria:

1. The REQUEST FOR SICK LEAVE HOURS form is complete, signed and dated by the employee and includes all required documents as described in the Procedure for Making a Request for Sick Leave Hours, numbers one (1) through

six (6).

2. The employee has been diagnosed with a serious health condition that makes the employee unable to perform his or her job functions.
3. The employee has provided all required documents and has met all criteria as outlined in 20.02 and 20.05 above.
4. The member employee has used all accrued sick, vacation and holiday time.
5. The member employee has contributed at least twenty-four (24) sick leave hours to the Fire Fighter Sick Leave Bank.

20.07 The Finance Director will provide a monthly report of sick leave donations (Donor Employee Name, Social Security Number, number of hours donated and date of transaction to transfer hours to the Sick Leave Bank), to the Fire Fighter Sick Leave Bank Review Board and a monthly report of hours granted to bargaining unit employees (Recipient Employee Name, Social Security Number, number of hours granted up to a maximum of two hundred and forty (240) hours (thirty {30} work days for members working a forty (40) hour work week or seven hundred and twenty (720) hours (thirty {30} tours of duty)for members working the three (3)platoon system)and date of transaction to transfer hours to the bargaining unit employee's sick leave accrual) upon approval of the Fire Fighter Sick Leave Bank Review Board.

20.08 The Maple Heights Fire Department shall have the right, at any time during this process, to request medical evaluation of the employee's serious health condition or illness from his or her attending physician. In addition, the City shall have the right, at its expense, to require the employee to be examined by a physician of its own choosing for medical verification and/or a functional capacity examination.

20.09 The Maple Heights Fire Fighters Association, Local 1184, AFL-CIO is committed to a strong return-to-work program. Therefore, every effort will be made to develop a reduced work schedule or alternative duty assignment for bargaining unit employees covered under this ARTICLE.

20.10 Failure to comply with any of these procedural requirements may result in the termination of Fire Fighter Sick Leave Bank benefits.

20.11 For approval of Sick Leave requiring absences from work, the bargaining unit employee MUST also meet the requirements of, follow the procedures and submit the required City of Maple Heights ABSENCE REPORT as required by this Agreement and City of Maple Heights policy.

20.12 Samples of required forms are included Exhibit "B".

20.13 The Assistant Fire Chief and Fire Chief have access to the benefits of ARTICLE XX. The Assistant Fire chief and Fire Chief are excluded from access to all other articles in this Labor Agreement pursuant to ARTICLE III.

ARTICLE XXI FUNERAL LEAVE

21.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of up to one (1) tour of duty for each death in his immediate family, unless additional time is granted by the Chief. An employee assigned to the Fire Prevention Bureau shall be entitled to a maximum of up to four (4) work days off for each death in his immediate family, unless additional time is granted by the Chief.

21.02 Immediate family, for purposes of this section, is defined as spouse, son, daughter, brother, sister, parent or grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-sister, step-brother, step-son, step-daughter, half-brother and half-sister.

21.03 For members of the employee's family not otherwise listed in the above paragraph, the Chief shall have the discretion to authorize paid time off for the purpose of attending the funeral, up to a maximum of one duty day. For the purposes of this section, the term family members shall mean blood relatives of the employee plus the brothers and sisters of the employee's spouse.

21.04 If death of an immediate family member occurs while the employee is on duty, he shall be granted the rest of his tour of duty off with pay and it shall not be deducted from sick leave or charged to funeral leave.

ARTICLE XXII EXAMINATION LEAVE

22.01 Employees taking Maple Heights Civil Service examinations shall be allowed time off, with pay, for the time involved in taking such examination.

22.02 Employees taking non-Maple Heights Civil Service examinations shall request vacation leave, or use of compensatory time, in order to remain in pay status, for the time involved in taking such examinations.

ARTICLE XXIII JURY DUTY LEAVE

23.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. Time spent on jury duty shall be included when calculating the amount of completed service by an employee. Employees will be paid for Jury Duty only when they actually serve such duty on a regularly assigned work day.

ARTICLE XXIV MILITARY TRAINING DUTY PAY

- 24.01 While on leave of absence from their respective duties with the City, because of field training or active duty in the military service, employees who are members of the Ohio National Guard, Ohio State Guard, Ohio State Naval Militia, or members of other reserve components of the Armed Forces of the United States shall be entitled to Military Training Duty Pay.
- 24.02 Military Training Duty Pay shall consist of the difference between the employee's City pay and his military salary for the leave of absence period. The above described employees shall be entitled to such pay, if their military salary during the leave of absence period is less than their City pay would have been for such period. In determining an employee's military pay, allowance for travel, food or housing shall not be considered, but any other compensation or allowance of whatever nature, including longevity pay, shall be considered.
- 24.03 An employee wishing to claim Military Training Duty Pay shall submit a copy of his Military Order to Active Duty for Training, in addition to a statement of his military pay received for each such period, on a form to be provided by the Department of Finance, prior to receiving pay from the City. Such employees shall be placed on official leave with pay pending receipt of his statement of military salary as a basis for computation of his Military Training Duty Pay for the period of his leave of absence. Adjustment to pay shall be made in the pay period in which the employee returns to duty with the City, or in no event later than the following pay. Military Training Duty Pay shall be paid for a maximum of thirty-one (31) calendar days.

ARTICLE XXV LONGEVITY

- 25.01 Effective January 2, 2005, the Employer shall pay employees in accordance with the following longevity schedule for their years of full time continuous service to the City:

After 5 years	2% of the Firefighter annual base rate
After 10 years	3% of the Firefighter annual base rate
After 15 years	3.5% of the Firefighter annual base rate
After 20 years	4% of the Firefighter annual base rate
After 25 years	4.5% of the Firefighter annual base rate

- 25.02 Effective January 2, 2005, the Employer shall pay Fire Officers in accordance with the following longevity schedule for their years of full-time continuous service to the City:

After 5 years	2% of the Officer's annual base rate
After 10 years	3% of the Officer's annual base rate
After 15 years	3.5% of the Officer's annual base rate
After 20 years	4% of the Officer's annual base rate
After 25 years	4.5% of the Officer's annual base rate

25.03 Longevity will be calculated on an hourly basis and will be included in each payroll check issued in accordance with the Fair Labor Standards Act and the established bi-weekly pay calendar.

ARTICLE XXVI UNIFORM ALLOWANCE

26.01 Uniformed employees shall receive one thousand one hundred fifty dollars (\$1,150.00) annually as a Uniform Allowance. Such allowance shall be paid in February each year. The Uniform Allowance shall be pro-rated for employees who do not actually work the full calendar year. In addition, the full amount of the Uniform Allowance shall be refunded to the City by newly hired employees who leave before completing one full year of service.

26.02 The City will furnish and, thereafter, maintain or replace the following equipment to all employees:

1. Turn-out coat
2. Structural firefighting gloves and extrication gloves
3. Bunker boots
4. Bunker Pants with suspenders
5. Helmet with face shield
6. All respiratory apparatus
7. Bullet proof vest (which shall be replaced per manufacturer's recommendations)

26.03 The Employer will replace the above-mentioned turn-out gear, as necessary, at the discretion of the Chief. All equipment issued after the effective date of this Agreement shall comply with NFPA standards at the time of purchase, but any equipment reissued must be tested and certified (as complying with the current NFPA standards or the NFPA standards in effect at the time of its initial purchase) before reissue.

26.04 Hepatitis, Tetanus Shots and TB Testing shots shall be provided to all bargaining unit employees who request them at the City's expense, provided that said employees first sign an agreement releasing the City from any liability whatsoever for illness, injury or damages resulting from said shots.

ARTICLE XXVII INSURANCE

27.01 The Employer will provide all employees a high deductible health insurance plan, eligible for a Healthcare Savings Account (HSA), with benefit levels and deductible amounts as listed in Exhibit C. This coverage shall be provided on either a single coverage or a family coverage basis, whichever the employee elects.

The City shall fully pay the premium cost of the insurance plan. Employees will make monthly contributions into their HSA accounts to be applied to their HSA plan annual deductible amount ("deductible contribution") and the City will contribute into the employee's HSA account the remaining monthly amount necessary to fully fund the annual deductible for each employee's HSA plan.

For 2021, the employee shall make monthly deductible contributions of \$100 for single plan coverage (\$1,200 per year) and \$200 for family plan coverage (\$2,400 per year) into their HSA account. The City shall contribute into the employee's HSA account the remaining monthly amount necessary to fully fund the annual deductible for each employee's HSA plan.

Beginning in 2022, the employees shall make monthly deductible contributions of \$150 for single plan coverage (\$1,800 per year) and \$300 for family plan coverage (\$3,600 per year) into their HSA account. The City shall contribute into the employee's HSA account the remaining monthly amount necessary to fully fund the annual deductible for each employee's HSA plan.

Half of the employee's monthly contribution toward the deductible will be deducted in each of the first two pays each month.

The City shall advance funds into an employee's HSA account to be used towards satisfying the employee's annual HSA deductible should the employee be faced with a healthcare crisis which requires the employee to pay more than the amount currently available in the employee's HSA account to meet the required annual deductible. The City shall not advance more than the respective annual deductible amounts for single and family HSA plans. However, if an employee shall leave employment before using the advanced funds then the employee shall refund the unused, advanced funds to the City.

- 27.02 It is the employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his contract coverage within thirty (30) days of such occurrence.
- 27.03 For the duration of this Agreement the Employer will provide at the employee's option dental coverage in the form of the Sun Life Dental Plan with deductible, with Usual and Customary Rate Fee Schedule. This coverage shall be provided on either the single coverage basis or the family coverage basis, whichever the employee elects. The benefit year is January 1 through December 31. It is the employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his contract coverage within thirty (30) days of such occurrence.
- 27.04 For the duration of this Agreement the Employer will provide at the employee's option vision care coverage in the form of the VBA-Vision Benefits of America Plan with Usual and Customary Rate Fee Schedule. This coverage shall be provided on either the single coverage basis or the family coverage basis, whichever the employee elects. It is the employee's responsibility to notify the Human Resources Department of any additions or deletions to be made to his contract coverage within thirty (30) days of such occurrence.
- 27.05 At the Employer's discretion, equivalent coverage with alternate health, dental and vision care providers with co-payments may be substituted for the current plans as provided in 27.01, 27.03, and 27.04 above.
- 27.06 After one (1) year of continuous full-time service with the Employer, employees shall be covered by a twenty-five thousand dollars (\$25,000) term life insurance policy at the Employer's expense

27.07 All employee contributions are pre-taxed contributions and subject to Section 125.

27.08 Employees shall be permitted to opt out of, and waive the coverage provided by, the City's medical, dental, and vision insurance. Employees must opt out of all insurance plans. For example, employees cannot elect to opt out of the medical insurance and continue to participate in the dental and vision insurance. Employees who opt out and waive coverage shall receive Two Hundred dollars (\$200.00) a month for each month that coverage is waived by the employee. Employees wishing to opt out and waive coverage must notify the Finance Director of their intent, in writing, by the 10th day of the month for which waiver of coverage is sought. Once the employee opts out the employee is not eligible to be covered by the City provided medical, dental and vision insurance plan until the annual renewal period is open or the employee becomes eligible due to a qualifying event whereby the employee loses their other medical insurance.

27.09 The Union agrees to participate in the Health Care Committee.

ARTICLE XXVIII SALARY & PENSION PICKUP

28.01 Employer shall maintain a "salary reduction pension pickup" plan for the portion of the employee's pension contribution obligation.

28.02 Effective January 1, 2021, all employees shall receive a three percent (3.0%) general wage increase. Effective January 1, 2022, all employees shall receive a two percent (2.0%) general wage increase. Effective January 1, 2023, all employees shall receive a two percent (2.0%) general wage increase.

28.03 The hourly and annual rate schedules for all employees, by job classification, are set forth in Exhibit "A," attached hereto.

28.04 Effective January 1, 2021, employees who hold current Paramedic Certification shall receive an additional amount as follows:

Effective January 1, 2021	\$1,500.00
Effective January 1, 2022	\$2,000.00
Effective January 1, 2023	\$2,500.00

Effective the pay period that includes January 1, 1/24th of the amount shall be paid in each of the first two pays each month while the employee is employed in the bargaining unit.

28.05 Advanced EMT's shall receive an additional five hundred dollars (\$500.00) annually. Such amount shall be paid in February of each year.

28.06 The wage rate for the Lieutenant in charge of the Fire Prevention Bureau shall be seven and one-half percent (7 1/2%) greater than the wage rate for the position of Fire Lieutenant. The wage rate for Fire Fighters assigned to the Fire Prevention Bureau shall be seven and one-half percent (7 1/2%) percent greater than the wage rate for the position of Fire Fighter.

- 28.07 The employee designated by the Chief to serve as Paramedic Coordinator shall receive an additional six hundred dollars (\$600.00) annually for performing said duties. Such amount shall be paid in cash in February of the Contract year.
- 28.08 The employee designated by the Chief to serve as Computer Specialist shall receive an additional six hundred (\$600.00) annually for performing said duties. Such amount shall be paid in cash in February of the Contract year.
- 28.09 The Shift Officer In Charge shall receive pay for fifteen (15) minutes per shift as compensation for administrative and other work performed in preparing for and changing of shifts.
- 28.10 Designation of the specific employees, as well as the total number of employees so designated, shall be at the discretion of the Fire Chief.
- 28.11 The Union and the Employer agree that the wage scale in Appendix A has been and shall continue to include the equivalent of fifty percent (50%) of the employees' contribution to the Police and Fire Pension Fund.

ARTICLE XXIX EDUCATIONAL ALLOWANCE

- 29.01 Any employee who has received a training certificate as verification that he has completed all fire service or related courses towards an Associate's Degree (no matriculation is necessary) shall receive an annual payment of three hundred dollars (\$300.00), payable in February of each year.
- 29.02 Any employee who holds an Associate's Degree in a related field shall receive an annual payment of four hundred dollars (\$400.00), payable in February of each year.
- 29.03 Any employee who holds a Bachelor's Degree or its equivalent or above in a related field shall receive an annual payment of five hundred dollars (\$500.00), payable in February of each year.

ARTICLE XXX PHYSICAL PROFICIENCY

- 30.01 All bargaining unit members shall be eligible for physical proficiency allowance upon successful completion of an optional annual physical fitness program.
- 30.02 Effective January 1, 2021, the Physical Proficiency Allowance shall be paid in December of each year in the amount of one thousand four hundred dollars (\$1,400.00).
- 30.03 The Program shall be based upon standards developed by the Employer, ideally based upon the recommendation of a joint Employer/Union physical standards board. While it is understood that the Employer shall have the final decision on the test standards, it is also understood that the standards shall not be unreasonable in either scope or application and shall bear a direct relationship to the requirements of the position of Firefighter.

ARTICLE XXXI RESIGNATION BEFORE COMPLETION OF FIVE (5) YEARS OF CONTINUOUS SERVICE

- 31.01 If an employee resigns his/her position before he/she completes five (5) years of continuous service with the Fire Department, the employee will be required to reimburse the City for any tuition or costs associated with job-related schooling and/or training. This includes ONLY compensatory time earned for educational purposes in lieu of wages paid.
- 31.02 The Employee will not be entitled to the provisions set forth in ARTICLE XIX – Section 19.11.
- 31.03 If an employee resigns or is terminated for cause before the completion of his/her first year of continuous service, the employee will be required to return all clothing allowance paid in addition to the reimbursement of tuition costs and compensatory time earned for educational purposes in lieu of wages paid.

ARTICLE XXXII DIFFERENTIAL BETWEEN RANKS

- 32.01 Effective August 1, 2000, there will be a twelve per cent (12%) pay differential between Lieutenant and Fire Fighter.
- 32.02 Effective August 1, 2000, there will be a twelve per cent (12%) pay differential between Captain and Lieutenant.

ARTICLE XXXIII WORKING OUT OF CLASSIFICATION

- 33.01 Fire Department personnel working out of classification shall be paid the hourly rate of pay based on one (1) tour of duty for each hour served in such capacity.

ARTICLE XXXIV SAFETY COMMITTEE

- 34.01 The Employer and the Union agree to cooperate to the fullest in matters of safety, health and sanitation and to eliminate, as much as possible, accidents, deaths, injuries and illnesses among its employees.
- 34.02 The Safety Committee shall consist of the Fire Chief, the Assistant to the Chief, and two (2) members of the Union. The Committee shall meet on a monthly basis or as needed, with its first meeting being held within a month of the execution date of this Agreement.
- 34.03 The Safety Committee's function shall be as follows: (1) discuss safety policies and recommend their adoption by management; (2) learn about different safety matters and teach them to fire fighters; (3) maintain safety awareness and interest throughout the Department; and (4) help make safety an integral part of job procedures and City operations.
- 34.04 All protective clothing and equipment shall meet National Fire Protection Association standards at time of purchase.

ARTICLE XXXV LINE OF DUTY INJURY LEAVE

35.01 Line-of-Duty Injury Leave is intended to recognize the unusual exposure to dangerous situations experienced by members of the Fire Department. If a member of the Fire Department suffers a serious injury as a result of a duty-related accident, Line-of-Duty Injury Leave shall be granted.

35.02 For the purposes of this article, the term "injury" shall include physical injury and/or disease, which may result in extended hospitalization and/or recuperative periods, provided that such can be proven to be duty-related. Injuries resulting from vehicular accidents shall be eligible for coverage under this article. The operator of the City vehicle, if found guilty of negligence, may not be covered under this article. Serious communicable diseases contracted by the employee are considered as an injury, provided that the employee can prove that such disease was contracted as a direct result of the performance of his/her duties as defined in this section and article.

35.03 Procedure:

- a. When an employee is injured while in the performance of authorized duties, the employee, the immediate supervisor and the Fire Chief (or his/her designee) shall immediately file the required reports with the Human Resources Department.
- b. The attending physician shall forward a written report to the Employer. This initial report must include the following information:
 1. Nature and degree of disability.
 2. Physician name and medical facility.
 3. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, or to regular unrestricted duty.
 4. If the employee is permitted to return to work on an alternative duty basis, the physician must define the employee's capabilities, specify any work-related restrictions, and the anticipated time the employee will be on alternative duty.
 5. Anticipated date of return to work without restriction.

35.04 If the injury results in time lost from work, the employee will be placed on Line-of-Duty Injury Leave beginning with the date of injury and continuing for a maximum of one hundred eighty (180) calendar days, the employee shall be paid his regular salary during the period of injury leave. Such Line-of-Duty Injury Leave shall not reduce the employee's accumulated sick leave credit.

35.05 The City of Maple Heights is committed to a strong return to-work program. Therefore, every effort to develop alternative duty for all injured employees will be made within any

physician-imposed work restrictions.

- 35.06 Employees are required to accept alternative duty assignments when it is available and the attending physician releases the employee to perform the work.
- 35.07 The City shall have the right, at any time during the process, to request medical evaluation or verification of the employee's illness or injury from his attending physician. In addition, the City shall have the right, at its expense, to require the employee to be seen by a physician of its own choosing for medical verification.
- 35.08 Failure to comply with any of these procedural requirements may result in the termination of Line-of-Duty Injury Leave benefits.
- 35.09 The Employer recognizes the possibility that, due to the extent of an employee's line-of-duty injury or illness a correct diagnosis of the extent of injury or illness may not be made immediately, in that event, the employee will be placed on sick leave for up to one hundred eighty (180) calendar days, provided that such correct diagnosis is made within twelve (12) calendar months from the date of original line-of-duty injury or illness.
- 35.10 If a correct diagnosis is not made at the onset of injury in accordance with this article and the employee is placed on Sick Leave, at the time a correct diagnosis of the extent of injury or illness from the date of original line-of-duty injury or illness is received from the attending physician or City physician, the employee shall be placed on Line-of-Duty Injury Leave retroactive to the original date of injury or illness and all used Sick Leave will be reimbursed to the employee.
- 35.11 After the initial report is filed by the attending physician requiring the employee to remain on Line of Duty Injury Leave for more than one hundred eighty (180) days, the injured employee is responsible for filing status reports relating to the injury with the Fire Chief and the Human Resources Department every forty-five (45) business days (defined as Monday - Friday, 8:30 A.M. to 5:00 P.M.) after the injury for the duration of lost time.

These reports must include the following information:

1. Nature and degree of disability.
2. Physician name and medical facility.
3. Preliminary estimate of the date/time when the employee may return to work either on an alternative duty basis, and/or when the employee will be able to return to full-time work.
4. If the employee is permitted to return to work on an alternative duty basis, the physician must clearly define the employee's capabilities, specify any work-related restrictions, and an estimate of the date/time the employee will be working on an alternative duty basis.

5. Anticipated date of return to work without restriction.
- 35.12 In cases of injury/illness where the employee is physically unable to comply with the above requirements, the Human Resources Department will work with the employee and the Fire Chief (or his/her designee) to obtain the required paperwork or information.
- 35.13 At the time that a work-related illness or injury becomes permanent and it is certain the employee will be unable to return to work, the Human Resources Department will assist the employee or employee's designee with medical disability retirement arrangements.
- 35.14 Should an employee disagree with any decisions made by the City concerning Line-of-Duty Injury Leave, the employee has the right to make a written appeal to a Line-of-Duty Injury Review Board (Review Board) consisting of the Mayor (or his designee), the Fire Chief, one (1) member of the Civil Service Commission and two (2) representatives of the Union.
- 35.15 The Review Board will set a date and time to hear the employee's appeal. The Review Board will issue a written decision within five (5) working days of the date of the Appeal Hearing. Based upon the decision of the Board, required adjustments will be made for that employee.

ARTICLE XXXVI GRIEVANCE PROCEDURE

- 36.01 The 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.
- 36.02 For the purpose of this procedure, 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.
 - b. Aggrieved Party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a 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.
- 36.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. 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. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c. If a grievance affects 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.

- d. The preparation and processing of grievances shall be conducted during non-working hours.
- e. 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.
- f. In the event that any grievance is adjusted without formal intervention, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the employer in future proceedings.
- g. The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure.
- h. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- i. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. 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.

36.04 All grievances shall be handled in accordance with the following Steps of the Grievance Procedure:

Step 1: The employee concerned shall submit his grievance in writing to a committee of three (3) bargaining unit members formed by the Union within fifteen (15) days of the occurrence of the facts giving rise to the grievance. The Union shall attempt to adjust the grievance with the employee at that time, but it has no authority to bind the Employer to any adjustment or decision it reaches concerning the grievance. The Union shall render a written decision within five (5) working days to all parties concerned. Immediately thereafter, the Union shall provide the Employer with a copy of the written decision. This decision is not binding on the Employer. If the grievance is not resolved, the Union will support and accompany the employee throughout the remaining steps of the procedure or recommend that the Grievance be dropped.

Step 2: If the grievance is not settled at Step 1, the employee shall present the grievance in writing to his shift officer within five (5) days of the completion of Step 1. The employee and shift officer shall meet to discuss the grievance within two (2) days of its submission. The shift officer shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief within five (5) days from the date of rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Chief shall give his answer within five (5) days of the filing of the appeal.

Step 4: If the grievant is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 3. A copy of the decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of receipt of the appeal. The hearing will be held with the grievant and his Union representative. The Mayor or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the written decision at the conclusion of Step 4, the Union may submit the matter to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXVII ARBITRATION PROCEDURE

37.01 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 time limit default(s) of the Employer, then either party may, within ten (10)

calendar days after the rendering of the Step 4 Decision, submit the matter to Arbitration by notifying the other party in writing. Within ten (10) calendar days of receipt of such notification, the parties shall meet to attempt to mutually select an Arbitrator. If such agreement is not reached, then the parties shall request a list of five (5) names of Arbitrators from the Federal Mediation and Conciliation Service and shall use the alternate strike method to select a single Arbitrator. The party requesting Arbitration shall strike the first name.

- 37.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- 37.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.
- 37.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- 37.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. 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.
- 37.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 37.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits and 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 Procedures herein contained.

ARTICLE XXXVIII INDEMNIFICATION

- 38.01 The City shall indemnify and hold harmless from any and all claims and causes of action which arise, out of or as a result of any firefighter performing his duties within the scope of his/her employment. The City shall also provide legal counsel and pay expenses for the defense of any claim or suit brought against any firefighter arising out of the performance of his/her duties within the scope of his/her employment.

ARTICLE XXXIX COPY OF AGREEMENT

- 39.01 The City agrees to furnish all employees with a copy of this Agreement at no cost.

ARTICLE XL GENDER AND PLURAL

40.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, the 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.

ARTICLE XLI HEADINGS

41.01 It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affects the interpretation of any such article.

ARTICLE XLII OBLIGATION TO NEGOTIATE

42.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

42.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

42.03 No changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is written accord by and between the parties hereto to do so. Any changes must be in writing and signed by both parties. Neither party shall attempt to achieve the alteration of this Agreement by any means except as provided in this Agreement.

ARTICLE XLIII CONFORMITY TO LAW

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

43.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in the proceedings between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which

shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XLIV TOTAL AGREEMENT

44.01 This Agreement represents the total Agreement between the Employer and the Union. Unless specifically and expressly set forth in the express written provisions of the Agreement, all rules, regulations, benefits and practices previously and presently in effect shall not be modified or altered without mutual agreement by the Employer and the Union. Such modifications or alterations shall not be made with the intent to discriminate against any member of the bargaining unit or for the sole purpose of imposing disciplinary action.

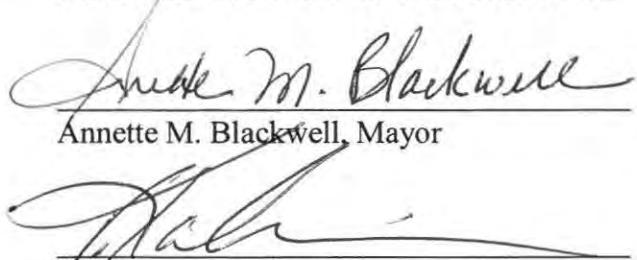
ARTICLE XLV DURATION

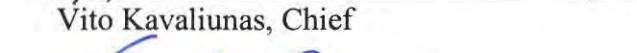
45.01 This Collective Bargaining Agreement shall be in effect as of January 1, 2021, except those sections that have different effective dates as indicated herein, and shall continue in full force and effect until December 31, 2023.

ARTICLE XLVI EXECUTION

46.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 24th day of March, 2021.

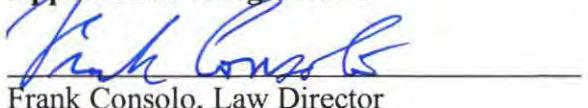
FOR THE CITY OF MAPLE HEIGHTS


Annette M. Blackwell, Mayor

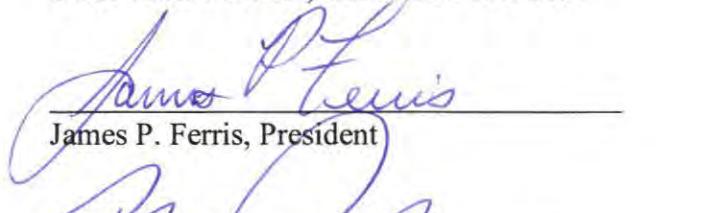

Vito Kavaliunas, Chief

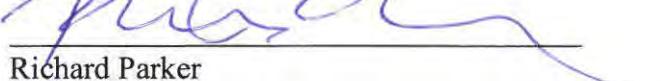

Frank Consolo, Law Director

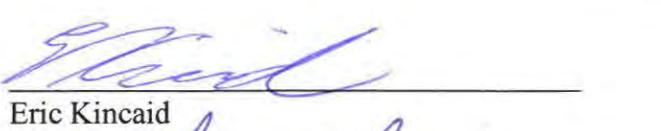
Approved as to legal form:


Frank Consolo, Law Director

FOR THE UNION, IAFF LOCAL 1184


James P. Ferris, President


Richard Parker


Eric Kincaid


Anthony Selar


Daniel Sypen

EXHIBIT A
HOURLY AND ANNUAL RATE SCHEDULE
January 1, 2021 THROUGH December 31, 2021

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Fire Cadet, 1st Year	\$ 23.5045	\$ 48,889.37
Fire Cadet, 2nd Year	\$ 26.6830	\$ 55,500.74
Fire Cadet, 3rd Year	\$ 29.9461	\$ 62,287.80
Fire Fighter	\$ 30.9942	\$ 64,467.83
Fire Fighter, Fire Prev. Bureau	\$ 33.2918	\$ 69,246.90
Fire Lieutenant	\$ 34.6703	\$ 72,114.16
Fire Lieutenant, Fire Prev. Bureau	\$ 37.2437	\$ 77,466.95
Fire Platoon Captain	\$ 38.7869	\$ 80,676.76

HOURLY AND ANNUAL RATE SCHEDULE
January 1, 2022 THROUGH December 31, 2022

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Fire Cadet, 1st Year	\$ 23.9746	\$ 49,867.16
Fire Cadet, 2nd Year	\$ 27.2167	\$ 56,610.75
Fire Cadet, 3rd Year	\$ 30.5450	\$ 63,533.55
Fire Fighter	\$ 31.6140	\$ 65,757.19
Fire Fighter, Fire Prev. Bureau	\$ 33.9576	\$ 70,631.84
Fire Lieutenant	\$ 35.3637	\$ 73,556.45
Fire Lieutenant, Fire Prev. Bureau	\$ 37.9886	\$ 79,016.29
Fire Platoon Captain	\$ 39.5626	\$ 82,290.29

HOURLY AND ANNUAL RATE SCHEDULE
January 1, 2023 THROUGH December 31, 2023

<u>JOB CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>
Fire Cadet, 1st Year	\$ 24.4541	\$ 50,864.50
Fire Cadet, 2nd Year	\$ 27.7610	\$ 57,742.97
Fire Cadet, 3rd Year	\$ 31.1559	\$ 64,804.22
Fire Fighter	\$ 32.2463	\$ 67,072.33
Fire Fighter, Fire Prev. Bureau	\$ 34.6368	\$ 72,044.47
Fire Lieutenant	\$ 36.0709	\$ 75,027.57
Fire Lieutenant, Fire Prev. Bureau	\$ 38.7484	\$ 80,596.61
Fire Platoon Captain	\$ 40.3539	\$ 83,936.10

EXHIBIT "B"
FIRE FIGHTER SICK LEAVE BANK
Sample Forms

City of Maple Heights
FIRE FIGHTER SICK LEAVE BANK
DONATION FORM

Name: _____ Department: _____

Social Security Number: _____ Employee ID Number: _____

Address: _____
City: _____ State: _____ Zip Code: _____

All bargaining unit employees are eligible to make donations of their accumulated sick leave hours to the Fire Fighter Sick Leave Bank. Bargaining unit employees electing to donate sick leave hours will be required to complete a **FIRE FIGHTER SICK LEAVE BANK** **DONATION FORM** and attach a copy of their most current paycheck stub which verifies their accrued sick leave balance. The completed form, signed and dated by the employee, with required attachment shall be forwarded to the Fire Chief for processing. The deduction of sick leave will appear on the next scheduled paycheck.

Eligible bargaining unit employees will be required to maintain a balance of at least two hundred and forty (240) hours of sick leave, should the employee be faced with personal illness, injury or non-job-related accident requiring the use of sick leave.

Pursuant to **ARTICLE XX, Fire Fighter Sick Leave Bank**, I am donating _____ sick leave hours from my sick leave accrual balance to the Fire Fighter Sick Leave Bank.

YES NO I have attached a copy of my most current paycheck stub verifying my sick leave accrual balance.

Signed: _____ Date: _____

APPROVED BY:

Supervisor: _____ Date: _____

Fire Chief: _____ Date: _____
(or his/her designee)

cc: Employee
 Fire Chief
 Finance Department
 Employee Personnel File

**City of Maple Heights
FIRE FIGHTER SICK LEAVE BANK**

REQUEST FOR SICK LEAVE HOURS

Name: _____ Department: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Pursuant to **ARTICLE XX, Fire Fighter Sick Leave Bank**, I am requesting _____ sick leave hours to be added to my Sick Leave balance.

YES NO I have been diagnosed with a serious health condition that makes me unable to perform my job functions.

YES NO As required by policy, I am enclosing a written report completed by my attending physician which includes the required criteria.

YES NO I have completed twelve (12) months of continuous employment with the Maple Heights Fire Department.

YES NO I have used all available accrued Sick Leave.

YES NO I have used all available accrued Vacation Leave.

YES NO I have used all available accrued Holiday Leave.

YES NO I have donated at least twenty-four (24) sick leave hours to the Fire Fighter Sick Leave Bank.

YES NO My serious health condition is not a result of a work-related illness, injury or accident.

YES NO I have not been disciplined for abuse of time or sick leave during the last three (3) calendar years.

Start Date of Anticipated Sick Leave: _____

Expected Date of Return to Work: _____

YES NO I will require a reduced work schedule for treatment of my serious health condition.

Please attach a copy of attending physician's recommendations or describe the requested Reduced Work Schedule:

MONDAY: _____

TUESDAY: _____

WEDNESDAY: _____

THURSDAY: _____

FRIDAY: _____

SATURDAY: _____

SUNDAY: _____

Note: Pursuant to **ARTICLE XX: FIRE FIGHTER SICK LEAVE BANK**, an eligible employee will be granted up to a maximum of two hundred forty (240) hours (thirty {30} sick days) for members working a forty (40) hour work week; or seven hundred and twenty (720) hours (thirty {30} tours of duty) for members working the three (3) platoon system, of sick leave from the Fire Fighter Sick Leave Bank, provided the requested number of hours are in the bank at the time of the eligible employee's request. A Request for Sick Leave Hours form must be based on an employee's serious health condition AND must be accompanied by verifying medical certification from a physician.

I hereby authorize the Maple Heights Fire Department to contact my attending physician to verify my serious health condition, treatment plan and recovery period or for any other information concerning my request.

By signing this request form, I declare that all information provided by me in my Request For Sick Leave Hours from the Fire Fighter Sick Leave Bank are true and accurate to the best of my knowledge.

Signature: _____ Date: _____

APPROVED BY:

Fire Chief/Designee _____ Date: _____

Review Board Member: _____ Date: _____

cc: Employee
Fire Chief
Finance Department
Employee Personnel File

City of Maple Heights
FIRE FIGHTER SICK LEAVE BANK

CERTIFICATION OF PHYSICIAN OR PRACTITIONER
REQUEST FOR SICK LEAVE HOURS
pursuant to
ARTICLE XX: FIRE FIGHTER SICK LEAVE BANK

Name of Employee: _____

Diagnosis: _____

Date Condition Began: _____ Probable duration of condition: _____

Regimen of treatment to be provided (Indicate number of visits, general nature and duration of treatment, including referral to another provider of health services). Include schedule of visits or treatment, if it is medically necessary for the employee to be absent from work on an intermittent basis:

By Physician or Practitioner: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ Office Telephone: _____

By another provider of health services, if referred by Physician or Medical Practitioner:

Name of Provider: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date: _____ Office Telephone: _____

MEDICAL RELEASE

I authorize the release of any medical information necessary to process the above Request Sick Leave Hours from the Fire Fighter Sick Leave Bank pursuant to **ARTICLE XX: FIRE FIGHTER SICK LEAVE BANK**.

Employee Signature: _____

Date: _____

cc: Employee
Fire Chief
Director of Human Resources
Employee Personnel File

EXHIBIT C
INSURANCE BENEFITS

	In Network	Non Network
Calendar Year Deductible	\$3,500 Single \$7,000 Family	\$5,000 Single \$10,000 Family
Coinsurance	100%	60%
Out-of-pocket Maximum	\$3,500 Single \$7,000 Family	\$10,000 Single \$20,000 Family
PCP/Specialist	Deductible-100%	60%
Inpatient Hospital	Deductible-100%	60%
Diagnostic Lab & X-ray	Deductible-100%	60%
Outpatient Surgery	Deductible-100%	60%
Preventive Office Visits	100%	60%
Emergency Room	100% after deductible	
Urgent Care	Deductible-100%	60%
Prescription Drug Coverage	Rx Covered under Major Med:100% after deductible Covers up to 30 day supply for specialty drugs 90 day supply all other drugs	

SIDE LETTER

Effective January 1, 2015, the employee designated by the Chief to serve as SCBA Technician shall receive an additional six hundred dollars (\$600.00) annually for performing said duties. Such amount shall be paid in cash in February of the contract year.

**ADDENDUM TO COLLECTIVE BARGAINING
AGREEMENT - DRUG FREE WORKPLACE**

Firefighters

IAFF, Local 1184

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MAPLE HEIGHTS, OHIO, AND MAPLE HEIGHTS FIRE FIGHTERS ASSOCIATION, LOCAL 1184 ("FFA") ON SUBSTANCE ABUSE TESTING AND ASSISTANCE

Section 1 - Policy Statement. Both the FFA 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 Fire Department. Thus, the department 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) The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.
- (b) 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) The term "drug test" means urinalysis testing 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) The term "Misuse of Alcohol" means the use or possession of 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) The term "Alcohol Test" means a test selected and certified under Federal Standards. An initial positive level of .04 grams per 210 L 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 record of the testing expunged from the member's 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 shall be expunged from the member's personnel file.
- (f) "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 supervised by a medical review officer and members of the Employee Assistance Unit and/or covered by the employee's insurance plan.

(g) "Employee Assistance Programming" means the City of Maple Heights offers its employees a prepaid, confidential Employee Assistance Program (EAP). The goals of the program are (1) to retain valued employees, (2) to maintain productivity through the early identification of personal, family and life problems and (3) to motivate its employees to seek assistance with their life management problems, issues or concerns.

The City of Maple Heights has retained an external counseling group, CONCERN:EAP to work with its employees. The professionally trained personnel of CONCERN:EAP are qualified to assess the employee's status, provide short-term counseling, referral and/or follow-up services until the employee's problems, issues or concerns are resolved. Assistance with the management and control of drugs and/or alcohol abuse is included in the scope of services offered by CONCERN:EAP. CONCERN:EAP services are available twenty-four hours, seven days per week. The employee can either be referred by the City or self-refer to the EAP Program. More information can be obtained from the employee's Supervisor or the Human Resources Department at the City.

Section 3 - Notice and Education of Employees Regarding Drug/Alcohol Testing.

There will be a ninety (90) day education and information period prior to the 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 department'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 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) Where there is a reasonable suspicion that the employee to be tested is using or abusing illegal drugs or 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 illegal drugs 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 substance abuse by the employee involved. The listing of these examples is not intended to exclude other situations, which

may give rise to reasonable suspicion of abuse. A supervisor ordering an employee to take a drug/alcohol test shall give the Fire Chief, in writing, his/her "reasonable suspicion" reasons for ordering the test. A copy of the "reasonable suspicion" reasons shall be provided to the FFA and the Employee upon request.

- (b) 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 department.
- (c) 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.

Prior to obtaining a drug/alcohol test from an employee as set forth in sections (a) through (c) above, the City shall instruct the officer that the results of the drug/alcohol test can result in termination from employment.

The City and the FFA realize that there are duty related activities that certain employees must perform (such as narcotics and undercover operations, etc.) that may conflict with this policy. Employees who are engaged in these departmentally authorized enforcement activities shall not be subject to the full scope of this policy.

Section 5 - Urine Samples. Specimen collection will occur in a medical setting and form 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 the FFA representative before testing is administered.

Section 6 - Testing Procedure. The City's testing facility is Company Health Care (at Marymount Hospital). Their office is located at 5555 Transportation Boulevard, Garfield Heights, Ohio, 44125. Their telephone number is (216) 518-3655 and facsimile number is (216) 518-3675. Please be informed that as part of the testing process, each employee will be asked to present photo identification and to sign a waiver that must be witnessed by another individual. Prior to such test, the employee will complete a form indicating the use of all drugs currently

being taken and identify the prescribing physician. If initial screen results are negative, i.e. below the positive level, testing shall be discontinued and samples properly disposed of. The testing facility selected by the City to conduct the analysis shall 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.

- a. Initial Screening step, and
- b. 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.

Section 7 - Disciplinary Action.

- (a) Drugs. Employees who as a result of being drug tested are found to be using illegal drugs may be subject to dismissal. Employees who are found to be abusing drugs which have been legally prescribed may be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by a medical review officer and members of an Employees Assistance Unit. 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 discipline unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the medical review officer and members of an Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to no more discipline than up to a three (3) 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 further departmental charges.

- (c) Refusal to submit to a drug/alcohol test, or adulteration of, or switching a sample shall also be grounds for dismissal.

Section 8 - Right to Appeal: An employee disciplined as a result of a drug test has the right to challenge such discipline using the grievance procedure.

Section 9 - Voluntary Participation in a Dependency Program. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by a medical review officer and members of an Employee Assistance Unit 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. Under provisions of departmental rules, neither the City administration, the Division of Fire nor any unit or entity within the City shall have access to the program's files and records. However, the Fire Chief or his designee of a medical liaison shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating officer, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

Section 10. 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.