

FIRST READING: 12-12-16
SECOND READING: 12-19-16
THIRD READING: _____

ORDINANCE NO. 82-16
BY: JAMES W. MORAN

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE ROCKY RIVER FIRE FIGHTERS ASSOCIATION, LOCAL #659, REPRESENTING THE EMPLOYEES OF THE ROCKY RIVER FIRE DIVISION, AS FURTHER DESCRIBED IN EXHIBIT "A"

WHEREAS, the Administration and the Rocky River Fire Fighters Association, Local #659, representing the employees of the Rocky River Fire Division, have reached accord for an agreement effective January 1, 2017 through December 31, 2019; and

WHEREAS, said agreement is for the establishment of proper standards of wages, hours and other conditions of employment and to assure the rights of both the employees and the City of Rocky River, representing its citizens; and

WHEREAS, it is the opinion of the Administration and Council of the City of Rocky River that said agreement be entered into.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROCKY RIVER, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1. That the Mayor be and she is hereby authorized to enter into an agreement with the Rocky River Fire Fighters Association, Local #659, representing the employees of the Rocky River Fire Division, as further described in the attached Exhibit "A".

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety, and for the further reason that this agreement is necessary to maintain and provide proper services to the citizens, and provided it receives the affirmative vote of two-thirds (2/3) of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 19th, 2016


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: December 19th, 2016

APPROVED: December 19th, 2016

WITNESSETH:

I, the undersigned clerk of council of the city of Rocky River, State of Ohio, do hereby certify that publication of the foregoing ordinance was duly made by posting a true copy thereof in the lobby of the Rocky River City Hall, in accordance with the charter of Rocky River, commencing on the 19th day of December, 2016.


SUSAN G. PEASE
Clerk of Council


PAMELA E. BOBST
City of Rocky River } ss
County of Cuyahoga }

THE UNDERSIGNED CLERK OF THE COUNCIL OF THE CITY OF ROCKY RIVER, OHIO DOES HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE NO. 82-16 ADOPTED BY THE COUNCIL OF SAID CITY ON THE 19th DAY OF December, 2016 THAT THE PUBLICATION OF SUCH ORDINANCE HAS BEEN MADE AND CERTIFIED OF RECORD ACCORDING TO LAW, THAT NO PROCEEDINGS LOOKING TO A REFERENDUM UPON SUCH ORDINANCE HAVE BEEN TAKEN; THAT SUCH ORDINANCE AND THE CERTIFICATE OF PUBLICATION THEREOF, ARE OF RECORD IN ORDINANCE RECORD NO. 82-16

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL THIS 19th DAY OF December, 2016.


CLERK OF COUNCIL OF THE CITY OF ROCKY RIVER, OHIO

EXHIBIT A

AN AGREEMENT
BETWEEN
THE CITY OF ROCKY RIVER
AND
ROCKY RIVER FIRE FIGHTERS, LOCAL #659
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
NORTHERN OHIO FIRE FIGHTERS
2017 - 2019

City of Rocky River
Rocky River Fire Fighters Association

2017-2019

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~~Exhibit A, Memorandum of Understanding Re: Job Description~~
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PREAMBLE

This Agreement is entered into by and between the City of Rocky River, an Ohio Municipal Corporation, 21012 Hilliard Boulevard, Rocky River, Ohio, hereinafter referred to as "Employer", and Rocky River Fire Fighters Association, Local #659, of International Association of Fire Fighters, Northern Ohio Firefighters, 21012 Hilliard Boulevard, Rocky River, Ohio, hereinafter referred to as "Union". It is the purpose of this Agreement to establish proper standards of wages, hours and other conditions of employment and to assure the rights of both employees and the City of Rocky River, representing its citizens.

ARTICLE 1. MANAGEMENT RIGHTS

1. All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public Employer and the exclusive representative, except as otherwise specified.
2. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
3. Unless a public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the rights and responsibility of each public Employer to:
 - A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate and hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 - F. Determine adequacy of the work force;
 - G. Determine the overall mission of the Employer as a unit of government;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public Employer as a governmental unit.
 - J. To promulgate and enforce reasonable employment rules and regulations.
 - K.
 1. To select and locate buildings and other facilities;
 2. To establish, expand, transfer and/or consolidate work processes and facilities;

3. The right to consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work;
4. The right to terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Fire Division except the Chief.

ARTICLE 3. NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, age, national origin, disability, military or citizenship status, genetic information, political affiliation or any other legally protected status.

ARTICLE 4. DUES CHECK-OFF

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deducts be made. The total amount of deducts shall be remitted each month by the Employer to the Treasurer of the Union.

ARTICLE 5. UNION SECURITY FAIR SHARE

The Employer agrees to require of any employee of the Fire Division, who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction, a fair share fee as determined by the Secretary-Treasurer of the Union but not to exceed the initiation fees, and/or assessments paid by Union members.

Religious Objection Provision: Any individual employee objecting to union dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such employee to inform the Employer and the Union of his objection. The employee will meet with representatives of the Union and establish a monetary contribution equivalent to his fair share of union membership dues, initiation fees and assessments to a non-religious charity subject to the provisions as set forth in

Ohio Revised Code Section 4117.09. The employee shall designate where said contribution shall be made by the Employer.

Employees who fail to meet the requirement of this Article may be subject to discharge.

ARTICLE 6(A). UNION BUSINESS AND ACTIVITIES

(A) Any member of the Union Negotiating Team shall be allowed to attend meetings while on duty provided such meetings are mutually agreed to by the Employer and the Union. Employees elected or appointed to represent the Union shall be granted time to perform their union functions including but not limited to, attendance at regular and special meetings, conventions, seminars, conferences and activities related to grievance procedures, subject to emergency manning policies as determined by the Director of Public Safety-Service, and so long as there is no additional cost incurred by the City of Rocky River. The Union will be credited with seventy-two (72) hours annually of union business time not to be carried over into succeeding years.

~~ARTICLE 6(B). UNION BUSINESS AND ACTIVITIES~~

~~(B) There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.~~

~~ARTICLE 6(C). UNION BUSINESS AND ACTIVITIES~~

~~(C) The Employer agrees that the Union shall be allowed to hold meetings at the fire house as long as the meetings do not interfere with the regular activities of the Fire Division.~~

~~ARTICLE 6(D). UNION BUSINESS AND ACTIVITIES~~

~~(D) The Employer shall provide space on bulletin boards for the use by the Union for legitimate Union activity in the fire house at convenient locations, accessible to employees.~~

ARTICLE 7. DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Fire Division calculated from the date of employment with such date of employment to be the first date worked. Continuous service shall be broken only by resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Civil Service Eligibility List.

ARTICLE 8(A). PERSONNEL REDUCTIONS

(A) Personnel reductions shall be in conformance with Section 124.37 of the Ohio Revised Code including the three year recall time period provided by said section. If the

position is above rank of firefighter, the youngest officer in point of service in such rank shall be demoted to the next lower rank and the youngest officer in point of service in such lower rank shall be demoted, and so on down until the youngest person in point of service in the rank of firefighter has been reached and he shall be laid off. When an abolished firefighter's position is re-established, the person laid off who has the highest seniority shall be entitled to that position. If a promoted position is abolished then re-established, the person who held that position shall be entitled to that position. For the purpose of personnel reduction, "rank" shall be defined as Captain, Lieutenant, and Firefighter. All employees who have been selected for recall shall have thirty (30) days to report for duty. Those who fail to report for duty within said thirty (30) day period shall be terminated. No new employees shall be hired until all laid off employees have been given opportunity to return to work.

~~ARTICLE 8(B). PERSONNEL REDUCTIONS~~

(B) In the event of a temporary layoff, death benefits will be continued to the end of the month immediately following the policy month in which said layoff takes place.

ARTICLE 9. PROMOTIONS

All promotions shall be made in accordance with Civil Service laws and rules of the State of Ohio as last amended.

ARTICLE 10. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. All disciplinary actions, including discharge shall be as prescribed by the Civil Service Code of the State of Ohio, **the personnel policies of the City of Rocky River and the provisions of this collective bargaining agreement**. The Director of Public Safety-Service shall make and/or approve all reductions and suspensions in said Division. The employee so affected by reductions and/or suspensions shall have the right to appeal said penalty within 10 days of the disciplinary action to Step 3 of the Grievance Procedure. In addition, in the case of any reductions and/or suspensions of more than one (1) 24-hour tour of duty, or removal, the appointing authority shall furnish such employee with a copy of the order of reduction and/or suspension or removal, which order shall state the reason(s) therefore. Such order shall be filed with the Civil Service Commission. For the purpose of determining penalty for only those employees assigned to platoon duty of the Fire Division, such penalty shall be based on hours of duty.

ARTICLE 11(A). LABOR MANAGEMENT COMMITTEE AND PROCEDURES

The Labor Management Committee shall consist of three (3) representatives of the Fire Division Union and three (3) representatives appointed by the Mayor of the City of Rocky River, which may include the Mayor. Said committee shall meet and recommend procedures in handling matters of employee grievances, rules and regulations, and items

of safety, health and welfare of the employees. Said committee shall meet on a quarterly basis, or as needed.

ARTICLE 11(B). GRIEVANCE PROCEDURE

A grievance shall be defined as an unresolved question or dispute regarding wages, hours, terms and conditions of employment, including unsafe, unhealthy, arbitrary, or inconsistent working conditions, unresolved questions or disputes concerning the interpretation and application of this Agreement and disciplinary actions resulting in more than an oral reprimand.

Every employee shall have the right to present grievances and have them adjusted, without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement while it is in effect and as long as the Union and its representatives are notified and have the opportunity to be present at every hearing beyond Step 1.

The Union, its representatives and an employee represented by the Union may initiate a grievance and may be present and have a voice at each of the following Steps.

Should a grievance arise which is of grave importance as regards the health and safety of any member, all preliminary steps to this agreement may be waived and an immediate meeting of all parties called.

PROCEDURE.

STEP 1. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance or when first known by the employee-grievant. Grievances brought to the attention of the Supervisor (except as otherwise provided herein) beyond the ten (10) day limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing. A Grievance Representative may accompany the grievant should the latter request his attendance. Immediate supervisors shall consult their respective shift commanders when responding at this Step. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within seven calendar days after the submission of the grievance, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the Grievance Chairman, or appropriate alternate. An employee who is not satisfied with the response at Step 1 and who wishes to be represented by the Union shall consult with the Grievance Chairman before proceeding at Step 2.

STEP 2. Should the employee-grievant not be satisfied with the response in Step 1, then within seven (7) calendar days thereafter he may appeal the grievance by delivering a

copy of the Grievance form to the Office of the Chief of Fire. The Chief shall date the form, showing the date received.

Within seven (7) calendar days after receipt of the Grievance Form, the Chief or his designated representative for this purpose shall investigate the grievance, and shall conduct a meeting to hear a full explanation of the grievance and the material facts related thereto.

Within seven (7) calendar days of the aforementioned meeting, the Chief shall submit his written response to the grievant with a copy to the Grievance Chairman.

STEP 3. Should the employee-grievant not be satisfied with the answer in Step 2 he may, within seven (7) calendar days thereafter appeal the grievance by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Director of Public Safety-Service. The Director shall date the form, showing the date received.

Within seven (7) calendar days of his receipt of the Grievance Form, the Director shall investigate the grievance, and shall conduct a meeting to discuss the grievance. The Grievance Chairman may be accompanied by the employee-grievant and the appropriate Grievance Representative.

In the meeting called for at this Step, the Director of Public Safety-Service shall hear a full explanation of the grievance and the facts relating thereto.

Within seven (7) calendar days of the aforementioned meeting, the Director shall submit his written response to the grievant with a copy to the Grievance Chairman.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) calendar days after receipt of the answer, submit the grievance to arbitration. The parties shall, within seven (7) calendar days, meet to attempt to agree upon an impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Employer shall notify the American Arbitration Association to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the Association's then applicable rules. The fees and expenses of the arbitrator shall be borne by the losing party, unless the parties agree otherwise. Furthermore, the aggrieved employee, the appropriate Union Representative and any witness(es) shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case. The arbitrator's decision shall be final and binding on all parties.

All pre-arbitration grievance settlements reached between the Employer and the Union shall be final, conclusive and binding on the Employer, the Union and the employees provided, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The time limits set forth in the grievance procedure may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 12. CONTRACTING OUT

The Employer shall not contract out fire fighting and paramedic services which are currently being performed by the bargaining unit, for the duration of this Agreement, without good faith negotiations with the bargaining unit of said Division.

ARTICLE 13. HOURS

In accordance with the provisions of the Ohio Revised Code Section 4115.02, the Fire Chief is hereby authorized and directed to divide the uniform force of the Fire Division into three (3) platoons and operate such Division as a three (3) platoon system by, and at all times, keeping one platoon on duty twenty-four consecutive hours, after which the platoon so serving shall be allowed to remain off duty for at least forty-eight consecutive hours, except in the cases of extraordinary emergency and as further described in Article 13(B). However, all officers and members of the Fire Division, who are assigned or perform duties other than that of Firefighters and whose work does not require them to be on duty continuously for a platoon period, shall not be required to work more than forty hours in any one week. The schedule of work of such Fire Division employees shall be so arranged that such officers and members shall not be required to work more than eight (8) consecutive hours in a twenty-four (24) hour period and so that no more than forty (40) hours shall be worked within five (5) consecutive twenty-four (24) hour periods, except in cases of extraordinary emergency.

The twenty-four hour shifts shall commence at 0830 hours and continue throughout 0830 hours the following day, **until 6/1/17; commencing 6/1/17 and thereafter, the twenty-four hour shifts shall commence at 0730 hours and continue throughout 0730 hours the following day.**

ARTICLE 13(B). HOURS – SHIFT EXCHANGE

Employees shall have the right to exchange hours when said change does not, in the opinion of the Shift Commanders, interfere with the operation of the Fire Division. All said changes are subject to the approval of the Chief of the Division. No overtime shall be allowed and no additional cost is to be incurred by the City of Rocky River as a result of this change.

ARTICLE 14. JOB DESCRIPTION - (See Memorandum of Understanding Attached as Exhibit A) **Job descriptions for the Fire Department shall be kept in the Human Resource Director’s Office, and be subject to review upon recommendation of either the Employer or the Union.**

ARTICLE 15(A). SALARIES, HOURLY RATES AND OVERTIME

The annual wage for employees of the bargaining unit shall be in accordance with the following Schedule: The Lieutenant's salary is calculated at 12% above the second year Fireman's salary in each time period. The Captain's salary is calculated at 12% above the Lieutenant's salary in each time period. The Schedule reflects the following wage increases: 0% effective 1/1/14, 1% effective 1/1/15.

	Ending	01/01/2014	to	01/01/2015
	12/31/2013	12/31/2014	0%	12/31/2015
Captain	86,130.30	86,130.30		86,991.60
Lieutenant	76,902.04	76,902.04		77,671.06
Firefighter (after 2 years)	68,662.55	68,662.55		69,349.18
Firefighter (after 1 year)	60,527.48	60,527.48		61,132.75
Firefighter (starting)	52,523.94	52,523.94		53,049.18
Fire Prevention Officer	76,902.04	76,902.04		77,671.06

Negotiations for salaries and hourly rates shall be reopened on or before November 1, 2015 to determine wages effective for the year commencing January 1, 2016. Such reopener will be governed by O.R.C. 4117.14.

These salaries shall be paid bi-weekly. To accurately compute bi-weekly salaries, the factor of 26.0893 shall be divided into the annual salary.

ARTICLE 15(A). SALARIES, HOURLY RATES AND OVERTIME

The annual wage for employees of the bargaining unit shall be in accordance with the following Schedule: The Lieutenant's salary is calculated at 13.5% above the second year Fireman's salary in each time period. The Captain's salary is calculated at 13% above the Lieutenant's salary in each time period. The Schedule

reflects the following wage increases: 2.5% effective 1/1/17, 2.5% effective 1/1/18, and 2.5% effective 1/1/19.

		as of	increase rank diff. to	2017	2018	2019
		12/31/2016	13%	2.50%	2.50%	2.50%
Captain		90,819.00	91,629.89	93,920.64	96,268.66	98,675.38
Lieutenant		81,088.40		83,115.61	85,193.50	87,323.34
Firefighter (after 2 years)		71,443.52		73,229.61	75,060.35	76,936.86
Firefighter (after 1 year)		62,978.96		64,553.43	66,167.27	67,821.45
Firefighter (starting)		54,651.26		56,017.54	57,417.98	58,853.43
Fire Prevention Officer		81,088.40		83,115.61	85,193.50	87,323.34

These salaries shall be paid bi-weekly using the factor of 26.0893.

ARTICLE 15(B). OVERTIME

All full-time employees of the Fire Division, except those employees assigned to regular Platoon duty, shall receive the rate of time and one-half their regular hourly rate for those hours in excess of forty (40) hours.

Employees assigned to regular Platoon duty in the Fire Division shall receive one and one-half times their hourly rate, as computed in this Article, for all hours worked in excess of his/her scheduled hours in that pay period and for all hours worked in excess of twenty-four hours in a row (normal Platoon shift). All hours worked shall not include sick time (unless due to a work-related injury), but shall include all scheduled time off. Credit for compensatory time shall be based on the number of hours worked or the minimum credit, whichever is greater, times one and one-half. Employees shall have the option to request payment or credit to accumulated compensatory time except no employee shall accumulate more than 80 hours compensatory time. Compensatory time shall be credited on the date it is earned and paid at the employee's written request on the next regular pay. In addition, each employee shall receive a minimum of four hours or actual time worked, whichever is greater, at time and one-half his/her regular hourly rate for all emergency call-ins. When it becomes necessary to call in overtime help to maintain minimum manpower standards, all reasonable efforts will be made to insure that the member called will be of equal rank to the member whose unanticipated absence caused the overtime. For the purpose of computing overtime for all employees of the Fire Division, the factor of 80 divided into the bi-weekly salary shall be their hourly rate.

The method of payout for accumulated overtime shall be first in-first out.

Any member of the Fire Division being changed in rank shall be paid immediately for all overtime that he has accumulated and he shall commence the tenure of his new rank with no accumulated overtime hours.

ARTICLE 15(C). IN-SERVICE SCHOOLS

Employees attending training required by the City of Rocky River or mutually agreed upon by the Employer and the employee shall be compensated at the hourly rates provided for in this Article.

ARTICLE 16. UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$1,250 in each year of this Agreement. All such payments shall be made annually in the month of July.

Whenever the uniform or personal property required and used by the employees of the Fire Division is damaged in the performance of his duty while on call or where there was no negligence on the part of the employee, it will be replaced or repaired by the Employer. It is understood that these decisions to repair or replace will be made by the Employer but that approval for such payment will not be unreasonably denied.

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, which in the opinion of the Fire Chief are necessary to preserve and protect the safety and health of the firefighters.

ARTICLE 17. VACATION LEAVE

(a) For Employees Assigned to Platoon Duty:

Regular members of the Fire Division assigned to Platoon duty, after service of one year with the Division, shall have earned and will be due upon the attainment of the first year of employment and annually thereafter, 120 hours of vacation leave with full pay. Those members of the Fire Division assigned to Platoon duty with five or more years of service with the Division shall have earned and be entitled to 168 hours of vacation leave with full pay and those members with ten or more years of service with the Division shall have earned and be entitled to 240 hours of vacation leave with full pay. Those members of the Fire Division assigned to Platoon Duty with fifteen or more years of service with the City shall have earned and be entitled to 288 hours of vacation leave with full pay and those members with twenty or more years of service with the City shall have earned and be entitled to 360 hours of vacation leave with pay.

Such vacation leave shall accrue to such a member at the rate of 10 hours each monthly period for those entitled to 120 hours per year; 14 hours each monthly period for those entitled to 168 hours per year; and 20 hours each monthly period for those employees

entitled to 240 hours per year; 24 hours each monthly period for those employees entitled to 288 hours per year; and 30 hours each monthly period for those employees entitled to 360 hours per year. A member shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employees leave balance.

Time already served by such member in the service of the Fire Division prior to the effective date hereof shall be credited to such member's service time for purposes of computation of vacation leave.

Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

(b) For members working a regular work week consisting of forty (40) hours per week: Those employees working a regular work week consisting of forty hours per week shall receive vacation as follows: after service of one year with the City of Rocky River, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 80 hours of vacation leave with full pay. Those full-time members with five or more years of service with the City shall have earned and be entitled to 120 hours of vacation leave with full pay, and those members with ten or more years of service with the City shall have earned and be entitled to 160 hours of vacation leave with full pay, and those members with fifteen or more years of service with the City shall have earned and be entitled to 200 hours of vacation leave with full pay, and those members with twenty or more years of service with the City shall have earned and be entitled to 240 hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of six and two-thirds hours each monthly period for those entitled to 80 hours per year; ten hours each monthly period for those entitled to 120 hours per year; and thirteen and one-third hours each monthly period for those entitled to 160 hours per year; and sixteen and two-thirds hours for each monthly period for those entitled to 200 hours per year; and twenty hours each monthly period for those entitled to 240 hours per year.

An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

Time already served by an employee in the employ of the City prior to the effective date of this section shall be credited to such employee's service time for purposes of computation of vacation leave.

Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

ARTICLE 18. HOLIDAYS

Each full-time member of the Fire Division shall, in addition to his established annual vacation period, be entitled to receive each year, eleven paid holidays as follows:

Christmas Day	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	1/2 day before Christmas Day
Memorial Day	1/2 day before New Years' Day

Each full-time employee of the Fire Division not assigned to Platoon Duty shall also be entitled to receive each year, one additional paid holiday, which additional day shall be selected by the employee with the approval of the Fire Chief. Each member of the Fire Division assigned to Platoon Duty shall also be entitled to receive Easter Day as their 12th paid holiday. For those regular members of the Fire Division assigned to Platoon Duty, the said 12 holiday periods provided above shall be deemed to consist of 144 hours.

Members of the Fire Division assigned to Platoon Duty will be paid half time additional for actual hours worked on the City's twelve legal holidays.

ARTICLE 19. KELLY DAYS

Kelly Days accrual for each year shall commence or extend into the new year to coincide with the first pay period of the year. For 2017, Employees shall work a normal average work week of forty-nine and eight-tenths (49.8) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, the effect of which is to provide one (1) Kelly Day off every twenty-seven (27) days, for a total of thirteen and one-half (13.5) Kelly Days per year. Effective 1/1/18, employees shall work a normal average work week of forty-nine and two-tenths (49.2) hours, the effect of which is to provide one (1) Kelly Day off every twenty-five (25) days, for a total of fourteen and six-tenths (14.6) Kelly Days per year. Effective 1/1/19, employees shall work a normal average work week of forty-eight and six-tenths (48.6) hours, the effect of which is to provide one (1) Kelly Day off every twenty-three (23) days, for a total of fifteen and eight-tenths (15.8) Kelly Days per year.

In order to comply with the FLSA in 2017 each employee shall not exceed one hundred ninety-two (192) hours in a twenty-seven (27) day work period. In order to comply with the FLSA in 2018 each employee shall not exceed one hundred seventy-eight (178) hours in a twenty-five (25) day work period. In order to comply with the FLSA in 2019 each employee shall not exceed one hundred sixty-four (164) hours in a twenty-three (23) day work period.

Kelly Days shall be selected by seniority.

ARTICLE 20. JOB RELATED MEDICAL LEAVE OF ABSENCE

The above shall be conducted under the provisions of the Workers' Compensation Laws of the State of Ohio and as set forth in the remainder of this Article.

An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, for a period not to exceed sixty (60) consecutive tours of duty [or one-hundred eighty (180) consecutive days for any employee working a forty (40) hour schedule] from the date that such service-related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section and said leave shall not be deducted from his/her accumulated sick leave. The Union and the City acknowledge that firefighting and EMS duties can be inherently dangerous and therefore so can the training be. Hazardous duty is defined as injury or illness resulting from those active firefighting and EMS activities inherently dangerous and unique, including but not limited to emergency responses, fire suppression activities, EMS interventions and patient care, and certain training activities related to these items. In the case of the Fire Prevention Officer hazardous duty also includes inspection activities that may involve activities including but not limited to climbing ladders, entering confined spaces, witnessing suppression system and fire pump tests.

An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, for a period not to exceed thirty (30) consecutive tours of duty [or ninety (90) consecutive days for any employee on a forty (40) hour schedule] from the date that such service related disability was incurred. During such disability leave compensation shall be paid in accordance with this Paragraph whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first 7 tours (168 hours) for those employees on platoon duty and fifteen days for those employees on a forty (40) hour schedule shall be charged to said employee's accumulated sick leave credit, or if less than 7 tours (168 hours) for those employees on platoon duty or 15 days for those employees on a forty (40) hour schedule is available, the existing sick leave credit then available shall be charged and any remaining service related disability shall be charged to disability leave. In no event will an employee receive more than his regular compensation while on disability leave.

In the event that an employee is disabled as a result of the performance of hazardous duties, as defined in the above paragraph, and is unable to perform his duties on account thereof, said employee shall be paid injury leave compensation as defined above upon the

approval of said payment by the Director of Public Safety-Service. The employee shall be required to submit to the Director of Public Safety-Service within ninety (90) days of the first date of such disability, medical proof from a licensed medical practitioner certifying that said employee was unable to perform his duties for the above stated sixty (60) consecutive tours of duty [or one-hundred eighty (180) consecutive days for any employee working a forty (40) hour schedule] due to disability caused by the performance of hazardous duties as defined above. In the event that such medical proof is not submitted to the Director of Public Safety-Service within said ninety (90) day period, the employee shall have deducted an equivalent amount of pay and/or reimburse the City a cash amount equal to the gross amount of injury leave compensation he has received from the City.

Furthermore, if the employee fails to reimburse the City as set forth above, the amount of such reimbursement may be deducted from any wages and/or compensation thereafter payable to such employee by the City.

In the event that any employee who has received injury leave compensation, as defined in this Article, files an application for Workers' Compensation benefits on account thereof, and in the further event that said employee is awarded, becomes entitled to receive, and/or actually does receive temporary total disability benefits under O.R.C. Section 4123.56 or any successor statute or amendment thereto on account of such injury for any or all of the tours of duty for which he received injury leave compensation, said injury leave compensation shall reduce the amount of temporary total disability benefits otherwise payable to said employee under Section 4123.56 or any successor statute or amendment thereto on a dollar-for-dollar basis.

In the event that any employee who has received injury leave compensation as defined in this Article files an application for Workers' Compensation benefits on account thereof, and in the further event that the Industrial Commission of Ohio makes a final determination that either said application is disallowed and/or that benefits under Section 4123.56 are denied based upon a lack of medical evidence, said employee shall reimburse the City in an amount equal to the gross amount of injury leave compensation he received for such tours of duty from the City. In the event that the employee fails to reimburse the City as set forth above, the amount of such reimbursement may be deducted from any wages and/or compensation thereafter payable to such employee by the City.

Employees shall not be permitted to use sick leave for the period of time that injury leave is taken, but shall be permitted to use sick leave in the event injury leave is ultimately denied to the employee and for all other periods of time in accordance with Article 21 of this Agreement.

ARTICLE 21. SICK LEAVE

(a) Non-Platoon Employees. Regular members of the Fire Department not assigned to platoon duty shall be entitled for each completed forty (40) hours of service, to sick leave of two and three-tenths (2.3) hours with pay. However, such an employee

shall not receive sick leave credit for hours of service in excess of forty (40) hours in any one week. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled work.

Unused sick leave shall be accumulated up to one thousand eighty (1080) hours. However, an employee who has accumulated sick leave in excess of nine hundred sixty (960) hours at the end of any calendar year shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess of nine hundred sixty (960) hours, or said employee may opt to receive pay at the rate of straight time for his rate at the same ratio of one (1) hour for each three (3) hour period of sick leave in excess of nine hundred sixty (960) hours. The option to receive monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

(b) For Platoon Employees. Regular members of the Fire Division assigned to platoon duty shall be entitled for each completed 99.6 hours of service, to sick leave of five and seventy-three hundredths (5.73) hours with pay. However, such a member shall not receive sick leave credit for hours of service in excess of 99.6 hours in any two (2) week period in 2017, 98.4 hours in 2018, and 97.2 hours in 2019. When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

An employee who has accumulated sick leave in excess of 1,192 hours shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess 1,192 hours, ~~but not to exceed 1384 hours~~, or said employee may opt to receive pay at the rate of straight time for their rate at the same rate of one (1) hour for each three (3) hour period of sick leave in excess of 1,192 hours, ~~but not to exceed 1384 hours~~. Such time off or monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned.

(c) All Employees, as applicable. In addition to the above sick leave benefits, a new member of the Fire Division shall, at the time of his appointment, be credited with 149 hours of job-related sick leave. Such job-related sick leave may be used only in the member's first year of service and only for injuries received by the member in the performance of his duties with the City. Any part of the member's job-related sick leave not so used shall be forfeited and be eliminated from the member's sick leave balance.

Members may use sick leave, upon the approval of the Director of Public Safety-Service or the Mayor, for absence due to such member's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the member's immediate family. The Director of Public Safety-Service shall require a member to furnish a satisfactory written statement, signed by the member, to justify the use of sick leave, including the job-related sick leave provided for

such first year member. If medical attention is required, the Director may require a certificate stating the nature of the illness or injury from a licensed physician. Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

A member who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulated sick leave up to the maximum permitted in this section, provided proof of such sick leave credit is furnished in writing by the member's former employer.

This section does not interfere with existing unused sick leave credit in any agency of government where attendance records are maintained and credit has been given employees for unused sick leave.

ARTICLE 21(A). SICK LEAVE DONATION

With approval by the Chief, an employee may transfer any unused sick leave to another employee for use by such other employee when no further sick leave is available to such other employee. Such transfer shall result in a deduction from the transferring employee's sick leave accumulation on the basis of one hour for every one hour transferred. Any such transfer shall be no less than eight (8) hours.

ARTICLE 22(A). MILITARY LEAVE

The City of Rocky River supports employees' service to the uniformed services which protect our country. The City complies with federal (Uniformed Services Employment Act and Reemployment Rights Act of 1994 and the Veterans Benefits Improvement Act of 2004.) state law (ORC 5923.05), and any amendments thereto regarding military leave.

ARTICLE 22(B). JURY DUTY

Any employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. Any monetary compensation paid to said employee as a result of such jury leave shall be deducted from the employees' paid leave of absence.

ARTICLE 22(C). COURT LEAVE

When an employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant, or witness, in a duty related incident, he shall be compensated for all time relative to such incident with a minimum of four (4) hours per incident.

ARTICLE 23(A). EDUCATIONAL DIFFERENTIAL

All current full-time non-probationary employees shall be entitled to receive an annual educational differential benefit for associates degrees in Fire Science or a related field of study and paramedical certification attained according to the calculation of base salary as of July 31, 2013. The dollar amounts to be received by such employees shall be fixed at the July 31, 2013 rate for all future years of employment, according to the schedule prepared and maintained by the Director of Finance, to which the sum of seven hundred fifty dollars (\$750.00) has been added. Probationary employees identified on said schedule shall have their educational differential benefit calculated at the Firefighter II salary rate fixed as of July 31, 2013, when that rank is attained. Current employees may enhance their education differential with an appropriate associate's degree at any time during their term of employment with the City, and receive an additional 3.5% cash award based on the July 31, 2013 base salary rate capped at 7%. **Also, effective 1/1/17, current employees promoted to lieutenant or captain during their term of employment will have the educational differential benefit calculated on the 2013 annual salary for lieutenants or captains, as applicable.**

For new hires after 1/1/14, the education differential would be in the maximum sum of \$2,500, allocated in the sum of \$1,500 for paramedic certification, and \$1,000 for an associate's degree in Fire Science or a related field of study. Additionally, should any firefighter fail to maintain the paramedic certification, the education allowance would be reduced by \$1,500 during the period of non-certification.

The Safety-Service Director and Fire Chief shall act as an Educational Panel for the purpose of reviewing and approving those academic fields of study which are consistent with pursuit of an associate's degree in Fire Science.

ARTICLE 23(B). TUITION REIMBURSEMENT

The Employer will provide all required books, fees and tuition for courses and training mandated by the City of Rocky River and may furnish books, fees and tuition for those courses mutually agreed upon. Electronic payments shall be used for all expense reimbursements.

ARTICLE 24. LONGEVITY

(A). For each member of the Fire Division hired before 1/1/09, the following longevity schedule shall apply:

Each full-time member of the Fire Division shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of the Division of Fire, excluding any compensation earned by said employee for extra part-time work or overtime, and including any time while said employee served in active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1st of that same year. For

the purpose of computing the annual salary of those members of the Fire Division, a factor of 2080 times the hourly rate will be considered as the employee’s annual salary.

That each member of the Division of Fire with more than five (5) full years of full-time service on December 1st of each year shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
6-7	1%
8-9	1.5%
10-11	2%
12-13	2.5%
14-15	3%
16-17	3.5%
18-19	4%
20 to retirement	5%

For the purposes of the above schedule, in calculating the number of years of service as of December 1st of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible member of the Fire Division on December 15 of each year. To be eligible for the above longevity benefits, each member of the Fire Division must be on the active service payroll as of December 1st of the year. In the event however, that prior to December 1st of a year a member retiring from such Division after twenty-five (25) years or more of service, or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of the Fire Division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(B). For each member of the Fire Division hired after 1/1/09, the following longevity schedule shall apply:

Each full-time employee of the Fire Division shall receive on December 15 of each year compensation for longevity for full-time continuous service as an employee of any department and/or division of the employer.

Each employee with more than five (5) full years of full-time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
6 years	\$600
7 years	\$700

8 years	\$800
9 years	\$900
10 years	\$1,000
11 years	\$1,100
12 years	\$1,200
13 years	\$1,300
14 years	\$1,400
15 years	\$1,500
16 years	\$1,600
17 years	\$1,700
18 years	\$1,800
19 years	\$1,900
20 years	\$2,000
21 years	\$2,100
22 years	\$2,200
23 years	\$2,300
24 years	\$2,400
25 years and beyond	\$2,500

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of such department, then the longevity benefits shall be pro-rated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

ARTICLE 25(A). PENSION

The City of Rocky River will pay that portion of the Employees pension to the Police and Firemen's Pension Fund as mandated by the State of Ohio.

ARTICLE 25(B). PENSION PICK-UP PROGRAM

The members of the Fire Division have elected to make arrangements with the Internal Revenue Service and the Police and Firemen's Pension Fund to have Federal and State taxes, which are due on their contribution to their respective retirement funds, deferred until retirement (commonly known as "Employer Pick Up Program"). The Employer agrees to participate in said program, provided that there is no additional monetary cost to the City of Rocky River for carrying out the above requirement.

ARTICLE 26. HEALTH BENEFITS

The City of Rocky River will make available to full-time employees a comprehensive program of employee health benefits including medical, prescription drug, and dental coverage. For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums commencing January 1, 2014 (costs for 2015 and 2016 are subject to market conditions and other factors stated herein below):

Medical, Prescription & Dental Costs 2014

Plan Costs	<i>Plan A</i>		
	Single	Single + 1	Family
—Medical & Prescription	\$510.45	\$1,009.48	\$1,466.18
—Dental (adj for bitewing/fluoride-2 year rate)	\$26.98	\$49.94	\$95.27
—Total per month	\$537.43	\$1,059.42	\$1,561.45
—Total per year	\$6,449.16	\$12,713.04	\$18,737.40
Total EE contribution per year @ 14%	\$908.88	\$1,779.83	\$2,623.24
—EE contribution per month	\$75.24	\$148.32	\$218.60
—EE contribution per pay	\$34.73	\$68.45	\$100.89
—EE contribution per pay—Medical (26 pays/yr)	\$32.73	\$64.95	\$94.39
—EE contribution per pay—Dental*	\$2.00	\$3.50	\$6.50
City contribution per year	\$5,546.28	\$10,933.21	\$16,113.16
Voluntary Vision-EE contribution per pay	\$2.65	\$5.05	\$7.41

Plan Costs	<i>Plan B</i>		
	Single	Single + 1	Family
—Medical & Prescription	\$450.78	\$891.47	\$1,294.79
—Dental (adj for bitewing/fluoride-2 year rate)	\$26.98	\$49.94	\$95.27
—Total per month	\$477.76	\$941.41	\$1,390.06
—Total per year	\$5,733.12	\$11,296.92	\$16,680.72
Total EE contribution per year @ 14%	\$0.00	\$0.00	\$0.00
—EE contribution per month	\$0.00	\$0.00	\$0.00
—EE contribution per pay	\$0.00	\$0.00	\$0.00
—EE contribution per pay—Medical (26 pays/yr)	\$0.00	\$0.00	\$0.00
—EE contribution per pay—Dental*	\$0.00	\$0.00	\$0.00
City contribution per year	\$5,733.12	\$11,296.92	\$16,680.72
Voluntary Vision-EE contribution per pay	\$2.65	\$5.05	\$7.41
2014 Surcharge for dependents-26-28 Plan A—\$204.18-per month Plan B—\$180.31-per month			

Health care Plans A and B, as they exist on January 1, 2014, shall remain the same throughout the term of this Agreement, with the following exceptions:

- ~~Plan designs may be modified and/or insurers may be changed if plan costs (medical, prescription drug and dental), jointly or separately, increase by more than 5% per year~~
- ~~Plan designs may be modified as needed to comply with provisions of the Affordable Care Act~~

~~During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B health benefits. The employee contribution for Plan A health benefits shall be a percentage of the total cost of medical, prescription drug, and dental premiums, as negotiated and established by the insurance providers and the City at the beginning of each plan year as follows: 14% for 2014, 15% for 2015, and 15% for 2016.~~

~~A Flexible Spending Account shall be available to any member of the union who desires to use such an account. The cost of implementing and maintaining such an account shall be at the City's expense.~~

~~Vision coverage shall be offered on a voluntary basis.~~

~~The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.~~

The City of Rocky River will make available to full-time employees a comprehensive program of employee health benefits including medical, prescription drug, and dental coverage. For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums:

Medical, Prescription & Dental Costs 2016

Plan Costs	Plan A			Plan B		
	Single	Single + 1	Family	Single	Single + 1	Family
Medical & Prescription	\$575.57	\$1,150.16	\$1,667.29	\$511.06	\$1,021.15	\$1,480.20
Dental	\$26.98	\$49.94	\$95.27	\$26.98	\$49.94	\$95.27
Total per month	\$602.55	\$1,200.10	\$1,762.56	\$538.04	\$1,071.09	\$1,575.47
Total per year	\$7,230.60	\$14,401.20	\$21,150.72	\$6,456.48	\$12,853.08	\$18,905.64

Total EE contribution per year @ 15%
EE contribution per month

\$1,084.59 \$2,160.18 \$3,172.61
\$90.38 \$180.02 \$264.38
\$0.00 \$0.00 \$0.00
\$0.00 \$0.00 \$0.00

2016 risk adjustment offset per month	\$12.15	\$25.74	\$37.01	
Adjusted EE contribution per month	\$78.23	\$154.28	\$227.37	
EE contribution per pay (26 pays/yr)				
EE contribution per pay - Medical	\$36.11	\$71.20	\$104.94	\$0.00
EE contribution per pay - Dental	\$34.11	\$67.69	\$98.43	\$0.00
	\$2.00	\$3.50	\$6.50	\$0.00
City contribution per EE per year	\$6,146.01	\$12,241.02	\$17,533.99	\$6,456.48
				\$12,853.08
				\$18,905.64
Annualized Risk Adjustment Offset	-\$145.80	-\$308.88	\$444.12	
Adjusted City contribution per year	\$6,000.21	\$11,932.14	\$17,978.11	
Voluntary Vision EE contribution per pay	\$3.21	\$6.10	\$8.97	\$3.21
				\$6.10
				\$8.97

Health care Plans A and B, as they exist on January 1, 2017, shall remain the same throughout the term of this Agreement, with the following exceptions:

- The City shall pay for the first 4% of premium increase, and thereafter, the City and each employee shall share equally in the percentage of premium increase, up to 12% of total increase.
- Plan designs may be modified and/or insurers may be changed if plan costs (medical, prescription drug and dental), jointly or separately, increase by more than 12% per year or if needed to comply with provisions of the Affordable Care Act.

During the term of this Agreement, employees shall contribute through payroll deduction for Plan A health benefits; there shall be no employee contribution for Plan B health benefits. The employee contribution for Plan A health benefits shall be a percentage of the total cost of medical, prescription drug, and dental premiums, as negotiated and established by the insurance providers and the City at the beginning of each plan year as follows: 15% for 2017, 15% for 2018, and 15% for 2019.

A Flexible Spending Account shall be available to any member of the union who desires to use such an account. The cost of implementing and maintaining such an account shall be at the City’s expense.

Vision coverage shall be offered on a voluntary basis.

The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

ARTICLE 27. LIFE INSURANCE

~~Each full-time member of the Fire Division shall be entitled to a death benefit of \$25,000 and Accidental Death and Dismemberment, which benefit shall be payable to such employees' named beneficiary. The Term Life Insurance for \$25,000 and Accidental Death and Dismemberment for each eligible employee shall not exceed the cost of \$96.00 annually. Such death benefit shall be payable to such beneficiary of such full time employee, or in the event that no beneficiary is named then the sum be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.~~

Each full-time member of the Bargaining Unit shall be entitled to a death benefit of twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment, in the year 2017, and a death benefit of fifty thousand dollars (\$50,000.00) in 2018 and 2019, which benefit shall be payable to such employee's named beneficiary. The Term Life Insurance for twenty-five thousand dollars (\$25,000.00) and Accidental Death and Dismemberment for each eligible employee shall not exceed the cost of ninety-six dollars (\$96.00) annually. Such death benefit shall be payable to such beneficiary of such full time employee, or in the event that no beneficiary is named then the sum be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

ARTICLE 28. PRINTING AND SUPPLYING AGREEMENT

A copy of this Agreement shall be furnished by the Employer to each employee of the Fire Division and at no cost to said employee.

ARTICLE 29. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAYOFF OR DEATH

As determined by the Finance Department, a regular member of the Fire Division who resigns, retires, is dismissed or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, and vacation time and such member with at least five (5) years of service with the City who resigns, retires, or is dismissed other than for cause or laid off shall be compensated for unused sick time, at his current rate of pay. The provision regarding the five (5) year period for vesting for unused sick time shall apply to new employees hired on or after January 1, 2014.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time the payment is made. ~~More than one payment may be made provided that no more than 1,192 hours for those employees assigned to platoon duty (960 hours for those employees working a 40-hour work week) are paid to any one employee for their years of service with the City of Rocky River.~~

For those not assigned to platoon duty, more than one payment may be made, provided at no more than 960 hours according to the following formula:

- **Up to 960 hours – Cash out at current rate of pay**

- Over 960 to 1114 hours – Accrued time in this range shall be paid at 50%
- For those assigned to platoon duty, more than one payment may be made according to the following formula:
- Up to 1192 hours – Cash out at current rate of pay
 - Over 1192 to 1384 hours – Accrued time in this range shall be paid at 50%

The provisions of this section shall not apply to unused job-related sick leave credit for any first year member and not to any sick leave credit transferred to the City by a member's former employer.

In the case of retirement, all of said accumulated overtime, compensatory time, holiday time, vacation time and termination pay which is based on unused sick time shall be paid not sooner than sixty (60) days from the retiring member's notice of such retirement to the City.

In the event of death of an employee, such prorated benefits shall be payable in a lump sum within thirty (30) days after the death of such employee and shall be paid to such member or surviving spouse, dependent children, or the estate.

ARTICLE 30. LIABILITY INSURANCE

The employer shall provide full coverage of civil liability in the event of suits incurred from work related situations or incidents.

ARTICLE 31. DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2014 and shall remain in full force and effect until the 31st day of December, 2016.

ARTICLE 32. APPENDICES AND AMENDMENTS

All appendices and amendments of this agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 33. SAVINGS CLAUSE

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

ARTICLE 34. MINIMUM WORK FORCE

The employer shall maintain a minimum of twenty-eight (28) full-time employees of the Fire Division (such number not to include the Fire Chief) unless personnel reductions are made in conformance with Article 8 (A) and (B) above.

ARTICLE 35. FIRE PREVENTION OFFICER

One full-time employee of the Fire Division shall be the Fire Prevention Officer. Should a vacancy occur in said office, the position shall be filled consistent with provisions provided for in O.R.C. 124.47 and the Rocky River Civil Service Commission Rules for Promotion. Such Fire Prevention Officer shall be paid as set forth in Article 15A above for only as long as such officer is in the Fire Prevention position. If said officer returns to Platoon Duty, the salary of such officer will be according to the classifications set forth in Article 15A above.

ARTICLE 36. FUNERAL LEAVE

An employee shall be entitled to one (1) tour of duty off with pay, not to be deducted from sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. For the purposes of this article, "immediate family" shall be defined as to include only the employee's spouse, children, parents, stepparents, siblings, or grandchildren. Provided that, if the death occurs while the employee is on duty, in addition to the one (1) tour of duty, the employee will be entitled to take off the remainder of the tour with pay. The employee shall be granted the day of the funeral or memorial service, if scheduled to work, in the event of the death of the employee's current in-laws, grandparents, aunt, or uncle.

ARTICLE 37. EMPLOYEE HANDBOOK

Employees agree to be bound by all provisions of the City's Employee Handbook not in conflict with any article of this Agreement.

ARTICLE 38. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Fire Division. Evaluations of Firefighters shall be done by the Lieutenants and Captains except that the Chief shall evaluate the Fire Prevention Officer, the Lieutenants and the Captains, the Director of Public Safety-Service shall evaluate the Chief and the Mayor shall evaluate the Director of Public Safety-Service.

ARTICLE 39. DIRECT DEPOSIT

All employees will be paid by direct deposit. Direct deposit of earnings is a benefit to employees. Employees must complete an authorization form in writing to the Director

of Finance. Employees shall allow the employer a reasonable time to process any initial participation. Participation will apply to all compensation due to the employee and will be processed as a single transaction based on information contained in the authorization form.

Employees will be paid on a bi-weekly basis.

ARTICLE 40. SUBSTANCE ABUSE POLICY – (See Memorandum of Understanding Attached as Exhibit B)

[Intentionally left blank]

ROCKY RIVER FIRE FIGHTERS
ASSOCIATION, LOCAL #659

THE CITY OF ROCKY RIVER

Kevin Bednarski
Local President - Negotiator

Pamela E. Bobst, Mayor

Jerry Cahill
Negotiator

Date

APPROVED AS TO FORM:

Robert Hallen
Negotiator

Andrew D. Bemer
Law Director

Eric Fledderjohann
Negotiator

Jeff Hollis
Negotiator

CONTRACT Fire 2017-2019

EXHIBIT B

MEMORANDUM OF UNDERSTANDING
RE: ARTICLE 40 – SUBSTANCE ABUSE POLICY

The Parties to the Collective Bargaining Agreement, 2014-2016, specifically the City of Rocky River and Rocky River Fire Fighters Local 659 IAFF, NOFF hereby state their intention to jointly complete a Substance Abuse/Drug and Alcohol Free Workplace Policy, which shall include random testing of all firefighters. The policy shall be developed through the Labor Management Committee. The Parties agree that all efforts shall be made to develop and complete the Substance Abuse/Drug and Alcohol Free Workplace Policy through the Labor Management Committee on or before June 30, 2014. It is further understood that the Parties intend to engage other divisions and departments of the City of Rocky River in the development of said Policy, so that the Policy will be applied uniformly for all employees of the City of Rocky River.