

FIRST READING: 12.12.22
SECOND READING: 12.19.22
THIRD READING: _____

ORDINANCE NO. 83-22
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, 2023 through December 31, 2025; 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

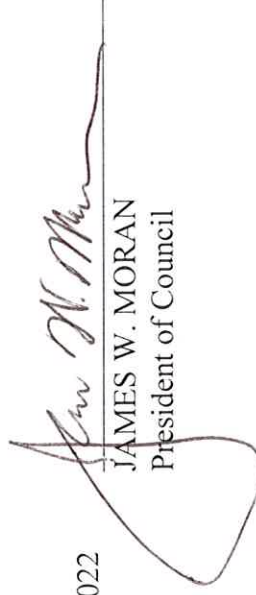
WHEREAS, it is the opinion of the Administration and Council of the City of Rocky River that said agreement be entered into.

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, 2022


JAMES W. MORAN
President of Council

PRESENTED

TO MAYOR: December 19th, 2022

APPROVED: December 19th, 2022

I, the undersigned, a
State of Ohio, do hereby
foregoing ordinance
thereof in the lobby
accordance with the
the 19th day of December


Cle





AN AGREEMENT

BETWEEN

THE CITY OF ROCKY RIVER

AND

ROCKY RIVER FIRE FIGHTERS, LOCAL #659
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
NORTHERN OHIO FIRE FIGHTERS

2023 - 2025

City of Rocky River
Rocky River Fire Fighters Association

2023-2025	
Preamble	4
Article 1 Management Rights	5
Article 2 Recognition	6
Article 3 Non - Discrimination	6
Article 4 Dues Check-Off	6
Article 5 Union Fair Share	6
Religious Objection Provision	6
Article 6 Union Business and Activities	7
Article 7 Definition of Seniority	7
Article 8 Personnel Reductions	7
Article 9 Promotions	8
Article 10 Discipline and Discharge	8
Article 11A Labor Management Committee and Procedures	8
B Grievance Procedure	8
Article 12 Contracting Out	11
Article 13 Hours	11
B Shift Exchange	11
Article 14 Job Description	11
Article 15A Salaries, Hourly Rates and Overtime	12
B Squad Differential	12
C Overtime	12
D In Service Schools	13
Article 16 Uniform Allowance	13
Article 17 Vacation Leave	13
A Personal Day	15
Article 18 Holidays	15
Article 19 Kelly Days	15
Article 20 Job Related Medical Leave of Absence	16
Article 21 Sick Leave	18
21A Sick Leave Donation	19
Article 22A Military Leave	19
B Jury Duty	19
C Court Leave	20
Article 23A Educational Differential	20
B Tuition Reimbursement	20
C Comp-Time Training Bank	21
Article 24 Longevity	21
Article 25A Pension	23
B Pension Pick-Up Program	23
Article 26 Health Benefits	23
Article 27 Life Insurance	25
Article 28 Printing and Supplying Agreement	25

Article 29	Compensation at Resignation, Dismissal, Retirement, Layoff or Death.....	25
Article 30	Liability Insurance	26
Article 31	Duration of Agreement	26
Article 32	Appendices and Amendments	26
Article 33	Savings Clause.....	26
Article 34	Minimum Work Force	27
Article 35	Fire Prevention Officer	27
Article 36	Funeral Leave	27
Article 37	Employee Handbook	27
Article 38	Performance Development Program.....	27
Article 39	Direct Deposit	28
Article 40	Substance Abuse Policy.....	28
	Signature Page	29

EXHIBITS ATTACHED TO AGREEMENT

Exhibit A. Alcohol and Drug Testing Policy

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 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. 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.

(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.

(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.

(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. 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.

(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 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 - 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 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: 3% effective 1/1/2023, 3% effective 1/1/2024, and 3% effective 1/1/2025

	as of	2023	2024	2025
	12/31/2022	3.0%	3.0%	3.0%
Captain	106,781.57	109,985.02	113,284.57	116,683.11
Lieutenant	94,496.97	97,331.88	100,251.84	103,259.40
Firefighter (after 2 years)	83,257.24	85,754.96	88,327.61	90,977.44
Firefighter (after 1 year)	73,393.00	75,594.79	77,862.63	80,198.51
Firefighter (starting)	63,688.25	65,598.90	67,566.87	69,593.88
Fire Prevention Officer	94,496.97	97,331.88	100,251.84	103,259.40

For those firefighters hired after 1/1/2023:

	2023	2024	2025
	3.0%	3.0%	3.0%
Firefighter (after 3 years)	85,754.96	88,327.61	90,977.44
Firefighter (after 2 year)	79,244.01	81,621.33	84,069.97
Firefighter (after 1 year)	71,391.00	73,532.73	75,738.71
Firefighter (starting)	64,316.22	66,245.71	68,233.08

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

ARTICLE 15(B). SQUAD DIFFERENTIAL

Any employee assigned to the primary rescue squad during their shift shall receive an hourly increase of two dollars (\$2.00) per hour. Personnel on overtime will not receive this increase.

ARTICLE 15(C). 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(D). 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 \$1,500.00 in each year of this Agreement. All such payments shall be made annually in the month of January.

All new probationary firefighters shall be granted the full uniform allowance amount within 30 days of their start date. The following year, the uniform allowance for the said probationary employee will be pro-rated for the months they were employed with the city in their prior calendar year. The said employee will purchase uniforms according to the fire department's uniform policy.

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 17A PERSONAL DAY

Each full-time member of the Fire Division shall be entitled to one (1) personal day each calendar year. This day will be approved at the discretion of the Fire Chief, will not cause overtime pay for the city, and must be utilized as a full 24 hour shift within the calendar year. The Fire Prevention Officer receives an eight hour (8) personal day as well.

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, twelve 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
Juneteenth	

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 13 holiday periods provided above shall be deemed to consist of 156 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. 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 per year.

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.

Sick leave can accumulate without limit; however any hours in excess of 1,114 shall have no monetary value upon separation.

Furthermore, 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 (the option of) 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 97.2 hours. 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.

Sick leave can accumulate without limit; however any hours in excess of 1,384 shall have no monetary value upon separation.

Furthermore, an employee who has accumulated sick leave in excess of 1,192 hours shall be given (the option of) 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, 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. 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 \$4,000, allocated in the sum of \$2,500 for paramedic certification, \$1,500 for a bachelor's degree, and \$1,000 for an associate's degree in fire/paramedic subject or a related field of

study. Additionally, all firefighters must maintain their paramedic certification. Should any firefighter fail to maintain the paramedic certification, the education allowance would be reduced by \$2,500 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. The educational differential shall be calculated by the rank held on August 1st of each year and/or shall be paid out on or about the 15th of August of each year.

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 23(C) COMP-TIME TRAINING BANK

The Employer will provide every member of the Fire Division the opportunity to contribute to an individual Comp-Time Training Bank. The allowed amount of hours to be banked will be capped at 48 hours for a one (1) hour to one and one half hour (1.5) basis. Personnel may exceed the cap with approval of the Fire Chief. Moreover, the following conditions must be met in order for credit to accumulate:

- Training comp-time hours can only be earned by attending training off duty on a voluntary basis.
- Off-duty training credited to the training comp-time bank must have prior approval of the Fire Chief.
- Requests for off duty training to be credited to the training comp-time bank will be submitted to the Fire Chief for approval.
- Approved off duty training will be credited to the training comp-time bank only. Hours in the training comp-time bank and the regular comp-time bank are separate and distinct and cannot be transferred from one bank to another.
- The most current policy for the use of comp-time will be applied when granting time off from the training comp-time bank.
- The training comp-time bank has no cash value and may only be granted for time off that does not create overtime.
- The training comp-time bank must be used prior to personnel separating service with the city. In the event this does not occur, the bank will be forfeited.

The Comp-Time Training Bank will be re-evaluated annually. Reports will be submitted by the Fire Chief to the Mayor, the Safety Service Director, and the Human Resources Director, which will include possible suggested modifications to this section, which will be discussed with the labor/management committee.

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:

Medical, Prescription & Dental Costs 2023

Plan Costs	Plan A			H.S.A.	
	Single	Single + 1	Family	Single	Family
Medical & Prescription	\$821.39	\$1,641.39	\$2,379.37	\$616.04	\$1,784.52
Dental	\$27.81	\$51.49	\$98.21	\$27.81	\$98.21
Total per month	\$849.20	\$1,692.88	\$2,477.58	\$643.85	\$1,882.73
Total per year	\$10,190.40	\$20,314.56	\$29,730.96	\$7,726.20	\$22,592.76
Total EE contribution per year @ 15%	\$1,528.56	\$3,047.18	\$4,459.64	\$0.00	\$0.00
EE contribution per month	\$127.38	\$253.93	\$371.64	\$0.00	\$0.00
2023 adjustment offset per month	\$33.45	\$68.82	\$97.98		
Adjusted EE contribution per month	\$93.93	\$185.11	\$273.66		
EE contribution per pay (26 pays/yr)	\$43.35	\$85.44	\$126.30	\$0.00	\$0.00
EE contribution per pay - Medical	\$40.35	\$80.19	\$116.55	\$0.00	\$0.00
EE contribution per pay - Dental	\$3.00	\$5.25	\$9.75	\$0.00	\$0.00
City contribution per year	\$8,661.84	\$17,267.38	\$25,271.32	\$7,726.20	\$22,592.76

Annualized Risk Adjustment Offset (annual)	- \$401.40	- \$825.84	- \$1,175.76
Adjusted City contribution per year	\$8,260.44	\$16,441.54	\$24,095.56
Voluntary Vision EE contribution per pay	\$3.83	\$7.29	\$10.72
		\$3.83	\$10.72

Health care Plans A and H.S.A., as they exist on January 1, 2023, 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 the H.S.A. 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 2023, 15% for 2024, and 15% for 2025.

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 Bargaining Unit shall be entitled to a death benefit of fifty thousand dollars (\$50,000.00) and Accidental Death and Dismemberment which benefit shall be payable to such employee's named beneficiary. 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. Educational pay shall be prorated as well unless employee was dismissed for just cause. 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.

For those not assigned to platoon duty, more than one payment may be made, according to the following formula:

- Up to 960 hours – Cash out at current rate of pay
- Over 960 to 1,114 hours – Accrued time in this range shall be paid at 50%
- Any accumulation over the assigned 1,114 hours will have no assigned monetary value.

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%
- Any accumulation over the assigned 1,384 hours will have no assigned monetary value.

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 2020³ and shall remain in full-force and effect until the 31st day of December, 2022⁵.

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. ALCOHOL AND DRUG TESTING POLICY– (See Exhibit A)

ROCKY RIVER FIRE FIGHTERS
ASSOCIATION, LOCAL #659



Eric Fledderjohann
Local President - Negotiator



Clayton Angeloff
Negotiator



Jeff Hollis
Negotiator



Robert Hallen
Negotiator



Joseph Brutoar
Negotiator

CONTRACT Fire 2023-2025

THE CITY OF ROCKY RIVER



Pamela E. Bobst, Mayor

12-20-2022

Date

APPROVED AS TO FORM:



Law Director

EXHIBIT A

City of Rocky River, Ohio Alcohol and Drug Testing Policy

Human Resources Department
Updated October 2019



Table of Contents

I. Purpose.....	3
II. Policy Statement.....	3
III. Who Is Covered By This Policy.....	3
IV. Protection For All Covered Employees.....	3
V. Prohibitions.....	4
VI. Other Prohibitions and Requirements.....	5
VII. Substances To Be Tested.....	6
VIII. Types of Testing.....	6
IX. Drugs/Controlled Substances – All Employees.....	12
X. Failure To Complete The Testing.....	13
XI. Employee Rights When A Test is Positive.....	14

CITY OF ROCKY RIVER DRUG AND ALCOHOL FREE WORKPLACE POLICY

I. PURPOSE

While misuse of alcohol and drugs among employees is the exception rather than the rule, the City is concerned over the growing issue of substance abuse in society and acknowledges the devastating impact of such abuse on the safety, health and efficiency of its workforce and those it serves. Alcohol and drug use can impair thinking and reasoning and may lead to behaviors that bring the user into severe conflict with their work environment. While the City has no intention of unreasonably intruding into the off-duty lives of its employees, it is necessary to establish policies and procedures for dealing with use and/or misuse of alcohol and/or drugs/controlled substances that may affect the workplace, thereby preventing potentially serious consequences to the public and employees.

II. POLICY STATEMENT

The City of Rocky River is committed to preserving a safe work environment for all employees of the City by maintaining a workplace free from the presence or influence of drugs and alcohol. It is recognized that drugs and alcohol impair an employee's ability to perform work in a safe and productive manner.

This policy applies to full-time and part-time employees, elected officials, management, contractors, subcontractors, and volunteers. This policy will provide one rehabilitative effort for each employee during their career with the City of Rocky River, Ohio. If a second positive test occurs within in this time frame, employment will be terminated. The intent of this policy is rehabilitative and to deter any subsequent usage that would violate this Policy and result in termination of employment.

III. WHO IS COVERED BY THIS POLICY

All City of Rocky River employees are covered by this policy and are referred to as "covered employees". Those employees who operate city vehicles, any electrical/gas powered equipment, and in safety sensitive positions are included as well. However, not all requirements of this policy apply to all covered employees. Employees who are required to maintain a CDL for the performance of their job duties have stricter requirements than most other covered employees. Therefore, not all provisions of this policy apply equally to all covered employees. CDL holders are always considered covered employees under this policy, but where their terms differ from other covered employees, they will be referred to as CDL holders.

All employees will be provided a copy of this policy at orientation and this policy will be available on the City's website.

IV. PROTECTION FOR ALL COVERED EMPLOYEES

- Employee records, for example, results and referrals for help, will be kept confidential and on a need-to-know basis.

- The City strongly encourages employees to seek treatment for substance use. Employees who come forward voluntarily to identify that they have a substance problem will receive support and assistance through the City's Employee Assistance Program.
- Supervisors will be trained to recognize substance problems that may violate this Policy, and how to make referrals for help.
- Collection of urine specimens and breath testing will be done securely on site or at a local clinic, and urine drug test specimens will be analyzed by a laboratory certified by the Federal government. The City will also utilize the services of a Medical Review Officer, a physician trained to determine whether there is a valid reason for the presence of the substance in the employee's system.
- Testing will consist of an initial screening test, and if the test is positive, a confirmatory test evaluated against cut-off levels established by federal guidelines.
- This policy will provide one rehabilitative effort for each employee during his/her career with The City of Rocky River, Ohio. If a second positive test occurs within this time frame, employment will be terminated.
- Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.

V. PROHIBITIONS

The City prohibits behaviors on the part of covered employees that relate to substance use, such as:

- Use of illegal drugs
- Misuse of alcohol
- Sale, purchase, transfer, trafficking, use or possession of any illegal drugs or drug paraphernalia
- Behavior at work which creates a reasonable suspicion of alcohol or illegal substance abuse.
- Illegal or misuse use of prescription or over-the-counter drugs

A. Alcohol- All Covered Employees

- Covered employees are prohibited from reporting for duty or remaining on duty when their ability to perform assigned functions is adversely affected by alcohol or when their blood alcohol concentration is 0.04 or greater.¹
- Covered employees are prohibited from possessing or using alcohol while on duty.
- Covered employees are prohibited from using alcohol during the hours that they are receiving stand-by pay.

¹ Note: Alcohol levels are affected by the amount of alcohol consumed, physical characteristics of the employee, and the employee's rate of metabolizing alcohol which has been consumed.

- Covered employees are prohibited from operating a City vehicle while the employee possesses alcohol. Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.

B. Alcohol – CDL Holders

In addition to the above:

- CDL holders are prohibited from having used alcohol within four (4) hours of reporting for duty. Employees are cautioned that refraining from alcohol for four (4) hours before reporting for duty may not result in a negative test.
- CDL holders are prohibited from performing safety-sensitive functions for 24 hours following an alcohol test result indicating an alcohol concentration of greater than 0.001 but less than 0.04.
- CDL holders are prohibited from possessing or using medication containing alcohol while on duty. CDL holders that test positive for alcohol will be removed from their position, and be subject to provisions of this Policy, even if the reason for the positive alcohol test is the fact that the employee's prescription medication contains alcohol.

C. Drugs/Controlled Substances – All Covered Employees

- Covered employees are prohibited from reporting for duty or remaining on duty when the covered employee uses or is under the influence of any drugs/controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his/her duties.
- Covered employees are prohibited from reporting for duty or remaining on duty if the covered employee tests positive for drugs/controlled substances.
- Covered employees are prohibited from returning to duty until they have successfully passed a return to duty test.

D. Drugs/Controlled Substances – CDL Holders

In addition to the above:

- CDL holders are prohibited from reporting for duty, remaining on duty, and/or performing safety-sensitive functions following a positive test for drugs/controlled substances.
- CDL holders are prohibited from refusing to submit to a pre-employment, post-accident, random, reasonable suspicion, return-to-duty, or follow-up tests.

VI. OTHER PROHIBITIONS AND REQUIREMENTS

A. All Covered Employees

- Covered employees are required, if reasonable suspicion exists, to provide access to City owned vehicles, tool boxes, lockers, desks, and/or other City equipment.
- Covered employees are prohibited from obstructing or interfering with the administration of any alcohol or drug/controlled substances test.
- Covered employees are prohibited from engaging in the unlawful manufacture, sale or attempted sale, distribution, dispensing, possession or use of alcohol, drugs/controlled substance, and/or drug paraphernalia in the workplace.

- Finally, covered employees are required to notify their supervisor if they are taking any legally prescribed or non-prescription drugs/controlled substances that may adversely impact their ability to perform their job duties in a safe and efficient manner.

B. CDL Holders

In addition to the above:

- CDL holders must immediately report to their Department Head or the H.R. Director any arrest and/or conviction for operating a vehicle under the influence of alcohol, drugs/controlled substances, or any combination thereof.
- CDL holders must immediately report to their Department Head or the H.R. Director any conviction for a violation of a criminal drug statute.
- CDL holders must immediately report to their Department Head or the H.R. Director if they are taking any legally prescribed or non-prescription drug/controlled substance which contains any amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication.

Prescription and over-the-counter drugs do not violate this policy when taken in standard dosage and/or according to a physician's prescription. Any covered employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, request change of duty, notify supervisor) to avoid unsafe workplace practices.

The Director of Public Safety/Service and the Director of Human Resources are the Designated Employer Representatives of this policy and are to give employees a confidential contact to answer questions and to provide explanations about the policy.

VII. SUBSTANCES TO BE TESTED

- Alcohol
- Amphetamines, methamphetamines, methylenedioxymethamphetamine (MDMA)
- Cocaine metabolites (including crack cocaine)
- Marijuana metabolites
- Opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone)
- Phenycyclidine (PCP, "angel dust")

The following are the limits of each drug tested by the medical facility:

➤ Amphetamines	250 NG/ML
➤ Cocaine	150 NG/ML
➤ Marijuana Metabolite	50 NG/ML
➤ Opioids/Opiates	2000 NG/ML

Please note masking agents, pH Levels, Creatinine, and Nitrates are testing in the drug sample to see if the drug screen has been diluted in any way by the employee being tested.

The City of Rocky River, Ohio reserves right to add or delete substances to be tested only if mandated by Federal or State regulations. All other changes must be negotiated in good faith. Moreover, when the city has determined the need for a new drug testing agency, the safety divisions will be presented with biographies of the companies. Their input will be considered in the final selection of the new testing agency.

VIII. TYPES OF TESTING

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below. Moreover, all union employees shall be entitled to the presence of a union representative before testing is administered.

A. Pre-Employment and Post-Offer Testing – All Covered Employees²

Any candidate or employee may be subject to testing prior to appointment into any City position.

The City of Rocky River shall notify an applicant/covered employee of the results of a pre-employment drugs/controlled substances test conducted under this part, if the applicant/covered employee requests such results within 60 calendar days of being notified of the disposition of the employment application.

B. Pre-Employment and Post-Offer Testing—CDL Holders

Prior to appointment to a CDL holder position, any candidate selected for a position that requires a CDL shall undergo testing for drugs/controlled substances, as outlined in this policy. No alcohol testing is done for pre-employment tests. The results of test shall be negative (meaning a verified negative result for drugs/controlled substances). If the test does not meet this standard, the candidate shall be disqualified from further consideration for the position(s). In addition, if the result was positive, the candidate will not be considered for any CDL holder position for a period of 12 months from the date of the positive test. If a confirmed result is not possible due to a diluted sample, the candidate will not be considered for the immediate position but may apply for future CDL holder positions without restriction.

Candidates for a position requiring possession of a CDL shall, at the request of the City, provide written authorization for previous employers to release to the City any and all test results three years prior to employment and have been administered in accordance with

² POST-OFFER, PRE-EMPLOYMENT MEDICAL EXAMINATION AND DRUG TESTING are conducted on all candidates for full-time positions in the Fire and Police Divisions

the FHWA's (Federal Highway Administration) Rules and Regulations concerning alcohol and/or drugs/controlled substances, including records of the individual's refusal to test.

The Human Resources Director, or designee, shall verify the information, obtain proof that the candidate has completed a rehabilitation program and the return-to-duty test requirements, and shall furnish the information to the manager or supervisor involved. No manager or supervisor shall allow a CDL holder to drive if s/he knows the individual has tested positive and has not been recertified and tested negative in return-to-duty testing.

C. Random Testing – All Covered Employees

Employees will report to a designated site for the random drug test. The city's designated collection facility will utilize objective computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing. At any given draw, all employees are again included in the pool with an equal chance of selection, regardless of any previous selection. The city reserves the right to randomly test employees not to exceed 50% of the employee count in a particular department per calendar year.

Names will be chosen by the medical provider. The Human Resource Director will be notified the day before the test date and will notify the department director 15 minutes prior to the test to provide the chosen names. The total number of employees per department per random test are as follows:

- Service and Wastewater – Up to three (3) names will be chosen with up to three (3) backup names
- Fire – Up to two (2) names will be chosen with up to two (2) backup names

An employee who is not available (i.e. vacation, absent, etc.) shall be tested on the next work day. He/She shall be sent to the nearest testing facility on company time accompanied by a supervisor. The Service, Fire and Wastewater Departments will be randomly tested in house. Finally, if the those employees of the fire department (who were picked for random drug testing, including the back-up names, that particular drug testing day) are on a paramedic call, the random test will be cancelled and the employer will ask for a new test date with new names before the end of the month.

A refusal to submit to a random test or conduct which does not lead to a collection as soon as possible shall subject the employee to disqualification and discipline up to and including termination of employment.

D. Random Testing – CDL Holders only

In accordance with Drug Free Workplace Act of 1988 and the Transportation Employee Testing Act of 1991, the City conducts regular random testing of all CDL holders. The

City will randomly test no less than 10% of the average number of occupied City CDL positions for alcohol each year. The City will randomly test no less than 50% of the average number of occupied City CDL positions for drugs/controlled substances each year. This rate may be adjusted in order to maintain the minimum annual percentage determined by the Federal Highway Administration Administrator. These percentages for testing will be reviewed annually and adjusted as per the direction of the Federal Department of Transportation and the Federal Motor Carrier Safety Administration (FMCSA).

Random alcohol and drugs/controlled substances tests shall be unannounced and shall be spread reasonably throughout the year. The selection of CDL holders for random testing, the timing and frequency of random tests, and the number of CDL holders to be tested on any given day shall be determined by the City. The selection of CDL holders for random testing shall be made by a scientifically valid method. Each CDL holder shall have an equal chance of being selected for testing each time selections are made. When randomly selected, a CDL holder may be required to submit to either an alcohol or drugs/controlled substance test, or both. A CDL holder will only be required to undergo alcohol testing just prior to, during, or just after the performance of safety sensitive functions.

A refusal to submit to a random test or conduct which does not lead to a collection as soon as possible shall subject the employee to disqualification and discipline up to and including termination of employment.

An employee who is not available (i.e. vacation, absent, etc.) shall be tested on the next work day. He/She shall be sent to the nearest testing facility on company time accompanied by a supervisor.

E. Reasonable Suspicion – All Covered Employees

Testing may be for drugs or alcohol or both, based upon the following -

- 1) Observed behavior
- 2) Pattern of abnormal conduct or erratic behavior
- 3) Arrest or conviction for a drug or alcohol-related offense, or identification of an employee as the focus of a drug-related investigation. The employee is responsible for notification of the City, within five working days, of any drug-related convictions.
- 4) Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use;
- 5) Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

The City has the right to order any employee to undergo an alcohol and/or a drug/controlled substances test whenever there is reasonable suspicion that the employee may be under the influence of alcohol or drugs/controlled substances while at work. Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. Therefore, Department Heads will be trained by the city's

employee assistance programmers to recognize drug and alcohol-related signs and symptoms. This will occur on an annual basis.

A covered employee shall promptly submit to an alcohol and/or drugs/controlled substances test when a trained supervisor/City official has a reasonable suspicion that the covered employee is in violation of or has violated the drug, alcohol or controlled substances prohibitions of this policy. This means that the trained supervisor/City official has observed behaviors at the workplace consistent with alcohol and/or drugs/controlled substances use. These observations must be made just preceding and/or during the work day that the covered employee is required to be in compliance with this policy. A trained city official from the police department will be called to conduct reasonable suspicion tests on site in a private setting.

Refusal to submit to a reasonable suspicion alcohol or drugs/controlled substance test shall be considered a positive test and deemed just cause for discipline up to and including discharge.

Alcohol—After reasonable suspicion is established, the alcohol test should be administered within two hours, but may be conducted up to 8 hours after the reasonable suspicion determination is made. An onsite sobriety test may be conducted by trained police personnel as deemed necessary for the safety of the employee and other employees in the work environment.

If the test is not administered within 2 hours, the supervisor/City official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within eight hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the trained supervisor/City official who made the observations within 24 hours of the observed behavior or before the results of the alcohol test are released, whichever is earlier.

Drugs— After reasonable suspicion is established, the drugs/controlled substances test should be administered within 24 hours after the reasonable suspicion determination is made.

If the test is not administered within 24 hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. A written record shall be made of the observations leading to a drugs/controlled substances reasonable suspicion test and shall be signed by the trained supervisor/City official who made the observations within 32 hours of the observed behavior or before the results of the drugs/controlled substances test are released, whichever is earlier.

Nothing herein shall prohibit a supervisor or a City official from determining that a covered employee is unfit for duty. Nothing in this paragraph shall be used to circumvent the requirements stated in this section.

F. Reasonable Suspicion – CDL Holders Only

Please refer to the “Reasonable Suspicion – Covered Employee” section for your policy.

G. Post-Accident Testing – All Covered Employees

As a result of a violation of safety rules or carelessness, post-accident testing will be conducted whenever an accident occurs which meets the definition of an accident resulting in the conditions listed below:

An accident is an unplanned, unexpected, unintended event that occurs:

- On City property, or
- During the conduct of City business, or
- During working hours, or
- Involving a City vehicle, or
- Within the scope of employment

And:

Testing will be conducted for accidents which result in any of the following:

- A fatality of anyone involved in the accident
- Bodily injury to the employee and/or another person that requires off-site medical attention away from the City’s place of employment
- Damage to vehicles, property or equipment
- CDL HOLDERS ONLY – Vehicle is towed from the scene of the accident

For covered employees please refer to the “Post-Accident Testing – CDL Holders Only” section for the reporting and testing criteria.

H. Post-Accident Testing – CDL Holders Only

Including the criteria above for covered employees, Federal law requires that following an accident, as defined in the glossary under Post Accident Test, a CDL holder must undergo an alcohol and drug/controlled substance test. A surviving CDL holder shall be subject to post-accident testing as soon as practicable following the accident. However, nothing herein shall be construed to require the delay of necessary medical attention or to prohibit the CDL holder from leaving the scene of the accident for the period of time necessary to obtain assistance in responding to the accident, obtain necessary medical treatment for injured people, or to obtain materials necessary to secure the accident site.

A CDL holder subject to post-accident testing shall be subject to a breath alcohol test no later than 8 hours following the accident and to a drugs/controlled substances test no later than 32 hours following the accident. A CDL holder subject to post-accident testing shall

remain available for such testing. Failure to be available for testing shall be considered a positive test and deemed just cause for discipline up to and including termination.

If the alcohol test is not administered within 2 hours, the supervisor/City official must prepare and maintain on file a statement outlining why the test was not administered within that time. If the test is not administered within 8 hours, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted. If the drug/controlled substances test is not administered within 32 hours following the accident, the test may not be conducted and the supervisor/City official shall record and maintain on file the reasons why the test was not conducted.

The employee responsible for the accident must grant the City the right to request that attending medical personnel obtain appropriate specimens for the purpose of alcohol and/or drug testing. Further, all employees grant the City access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. Management reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

I. Return-To-Duty and Follow-Up Testing – All Covered Employees

Following a positive test for alcohol or drugs/controlled substances, as defined in the testing procedures section, a covered employee shall be evaluated by a Substance Abuse Professional (SAP) who shall determine what assistance, if any, the covered employee needs in resolving problems associated with alcohol misuse and drugs/controlled substances use.

Prior to returning to work, the employee shall be subject to return to duty testing. The covered employee shall also comply with all requirements prescribed by the SAP and shall remain in compliance with any and all prescribed and recommended rehabilitation and/or treatment programs. The covered employee may also be subject to follow-up testing as determined by the SAP. An employee who tests positive, and is assessed and treated for drug/alcohol use, is required to submit a negative return-to-duty test before being allowed to return to work. If the employee fails the test, employment will be terminated. All costs associated with this process will be paid for by the employee.

Return-to-Duty Testing – All Covered Employees

If a covered employee has violated the alcohol prohibitions of this policy, s/he shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of 0.00 before returning to duty. If the covered employee has violated the drugs/controlled substances prohibitions s/he shall undergo a return-to-duty drugs/controlled substances

test with a result indicating a verified negative result for drugs/controlled substances use before returning to duty. The cost of this test will be paid for by the employee.

The covered employee shall be subject to return-to-duty testing for both alcohol misuse and use of drugs/controlled substances if the SAP recommends testing for both alcohol and drugs/controlled substances.

Follow-up Testing: - All Covered Employees

Upon returning to work, a covered employee shall be subject to unannounced follow-up testing as recommended by the SAP based on their assessment and recommendations of the SAP. The covered employee shall be subject to such follow-up testing for both alcohol misuse and use of drugs/controlled substances if the SAP recommends testing for both alcohol and drugs/controlled substances.

- CDL HOLDERS – Follow up testing will be for two (2) years from the date of incident with the first year at the director of the SAP, and a minimum of six (6) tests in that year.
- COVERED EMPLOYEE - Follow up testing will be for two (2) years from the date of incident with the first year at the director of the SAP, and a minimum of four (4) tests in that year.

If a second positive test occurs within in this time frame, employment will be terminated. The intent of this policy is rehabilitative and to deter any subsequent usage that would violate this Policy and result in termination of employment. All costs associated with follow-up testing, treatment plans, assessments and other unknown costs associated with a positive drug/alcohol test will be paid for by the covered employee.

Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he/she be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Follow-up testing is in addition to any random, reasonable suspicion, or post-accident testing.

Return from Extended Leave Testing—CDL Holders

Any CDL holder on a leave of absence exceeding six (6) months shall undergo a controlled substance test prior to returning to work.

The City will pay for any pre-employment, post-accident and/or random tests; the employee will pay for any return-to-duty and follow-up testing in addition to any additional treatment recommended by the Employee Assessment Program (EAP).

IX. DRUGS/CONTROLLED SUBSTANCES – ALL EMPLOYEES

Drugs/controlled substances testing shall be conducted by a certified laboratory in accordance with the following procedures:

A. Initial Testing

- Covered employees directed to undergo drugs/controlled substances testing shall proceed to the designated test site as instructed, and shall be accompanied by a supervisor and/or union representative if desired.
- Upon entering the test site, covered employees shall be required to provide the collection technician with positive identification. Positive identification may take the form of a photo ID card or identification by a supervisor or City official. On request of the covered employee, the collection technician shall provide positive identification to the covered employee.
- Covered employees shall follow all procedures and instructions given by the collection technician including completing, signing, initialing, and/or dating any required forms.
- If a covered employee fails to follow all procedures and instructions given by the collection technician, it shall be considered a refusal to test.
- The collection technician shall collect a urine sample from the covered employee in accordance with Federal Highway Administration procedures.
- The sample(s) shall be shipped to the testing laboratory in a single shipping container, together with supporting documents and the split specimen copy of the chain of custody form.
- The laboratory shall log in the split specimen with the split specimen seal remaining intact.
- The laboratory shall store the split specimen securely in accordance with approved procedures.
- The primary specimen shall undergo a screening test for the presence of drugs/controlled substances per established cutoff levels. A Medical Review Officer (MRO) shall review all primary specimen results.
- If the initial test result is negative, the laboratory may discard the split specimen and no additional action will be taken by the MRO unless the MRO has reason to believe the primary specimen has been adulterated. All negative tests results will be forwarded to the City's DER.
- If the MRO has reason to believe the primary specimen has been adulterated the MRO shall have the authority to order an employee to undergo a retest for the presence of drugs/controlled substances. If the MRO orders a retest, the specimen collected for the retest shall be considered the primary specimen.
- If the initial screening test or retest detects the presence of drugs/controlled substances, the primary specimen shall undergo a confirmation test.
- Confidentiality is required from our collection sites and labs. Insofar as possible, employees will be afforded individual privacy.

B. Reporting of Results

The testing laboratory will send a detailed report to the Medical Review Officer (MRO), listing each substance tested and the result of the testing. The MRO will review the test results, and provide a summary report to the City, indicating that the employee passed or failed the test.

C. Review of Test Results

To ensure that every employee tested is treated fairly, the MRO will review any positive test results and all DOT test results for verification. The MRO is a doctor with specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence of the controlled substance in the employee's system.

D. Storage of Test Results

All records of drug/alcohol testing will be stored separately from the employee's general employment documents, and maintained under lock and key at all times. Access is limited to designated City officials charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may result in termination of employment.

The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law.

Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. Requests must be made in writing to the Director of Human Resources. The City will promptly comply with this request and will issue a copy of the test results to the employee personally.

X. FAILURE TO COMPLETE THE TESTING

- If the covered employee is unable to provide the required drug sample, the covered employee shall be instructed to drink not more than 24 ounces of fluids and, after a period of up to two hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded.
- If the covered employee is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the laboratory shall notify the DER of the covered employee's inability to provide an adequate sample.
- The MRO will refer the covered employee for a medical evaluation to develop pertinent information concerning whether the covered employee's inability to provide an adequate specimen is genuine or constitutes a refusal to test. (In pre-employment testing situations, the City will determine whether or not to hire the employee, and the MRO is not required to make such a referral). Upon completion of the examination, the MRO shall report his or her conclusions to the DER in writing.
- If the MRO determines that the covered employee's inability to provide an adequate sample is not genuine, the covered employee shall be deemed to have refused to test.
- An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated.
- A refusal to test shall be deemed a positive test.

XI. EMPLOYEE RIGHTS WHEN A TEST IS POSITIVE

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO before any results are issued to the City. The MRO will contact the employee, inform the employee of the positive finding, and give the employee an opportunity to explain or rebut the findings. The MRO can request recent (within 30 days) medical history and medication information on the employee. The employee may be asked to provide documentation supporting the use of the controlled substance. Inability to provide the appropriate documentation will be considered a positive test. If the employee fails to contact the MRO as instructed, a positive test will also be reported.

The MRO will also offer the employee who tests positive the opportunity to have the secondary sample – the Split – tested at another laboratory. The request for testing of a second specimen must be made within 72 hours of being notified by the MRO of a positive result. If the split test results come back positive, it will be paid for by the employee. However, if the split test comes back negative, the city will incur the cost of the split test.

A. All Covered Employees

Employees who are found to have a confirmed positive drug test or breath concentration for alcohol of greater than .04, will (1) be removed from any job duties and place on administrative leave without compensation, (2) be referred to the City's contractual Employee Assistance Professional (EAP) for review, and (3) be directed by the EAP to a Substance Abuse Professional (SAP) for evaluation, and (4) be required to complete a program of treatment if recommended by the SAP. The Director of Human Resources will coordinate these arrangements.

Just cause for discipline up to and including discharge shall be established when a covered employee engages in any conduct in violation of the provisions of this policy or when a covered employee uses drug/controlled substance or abuse of alcohol in violation of the FHWA rules and regulations or in violation of this policy ~~or City work-rules~~. Failure to comply with any required evaluation by a substance abuse professional or failure to comply and remain in compliance with any and all prescribed or recommended rehabilitation and/or treatment programs shall establish just cause for discipline up to and including discharge. Moreover, an incident will remain in the employee's drug testing file and the discipline write-up will remain in the employee's personnel file permanently. If he/she fails another drug/alcohol test during their continued employment with the City, after rehabilitation and compliance of the prior incident has been met, the employer reserves the right to issue immediate termination.

B. CDL Holders

In addition to the above,

- The DOT cut-off level is a breath concentration of .02 or greater
- If the breath concentration of alcohol is .02 or greater, but less than .04, the employee will not be permitted to perform any safety sensitive functions for 24

hours, and will then follow the covered employees procedure for drug violation as stated above.

Return-to-duty and follow-up testing will be conducted as described above. An employee who participates in a rehabilitation program shall be allowed to use paid leave (accrued sick, vacation, or compensatory time) for the period of rehabilitation. If no such leave is available, the employee may be placed on an unpaid leave of absence. However, if the employee fails to respond to treatment and job performance continues to be affected, disciplinary action will be implemented up to and including termination of employment. It is the policy of the city to provide one rehabilitative effort and as a result, an employee who tests positive the second time while employed with the city reserves the right to issue immediate termination without any referral for rehabilitation.

C. Termination Notices

If substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination will be deemed "for cause." Terminated employees will receive a listing of SAP's in the area and are encouraged to seek treatment.

This policy was put into effect January 2020 and was last updated in October 2019 and will be updated from time to time as necessary by the Human Resources Director or their designee.

10/29/2019

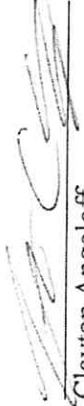
MEMORANDUM OF UNDERSTANDING
RE: NEW ARTICLE - ACTING PAY

This Memorandum of Understanding is entered into between the City of Rocky River and Rocky River Fire Fighters Local 659 IAFF, NOFF regarding the creation of a new article pertaining to Acting Pay which is to be added to the 2023-2025 Collective Bargaining Agreement between the parties.

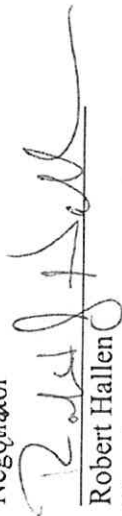
The parties state it is their intention to jointly create a review committee to finalize a new article regarding Acting Pay for the above stated Collective Bargaining Agreement. Both parties agree in good faith to provide input, create processes, and then finalize wording for the new Acting Pay article by June 30, 2023.

ROCKY RIVER FIRE FIGHTERS
ASSOCIATION, LOCAL #659


Eric Fledderjohann
Local President - Negotiator


Clayton Angeloff
Negotiator


Jeff Hollis
Negotiator


Robert Hallen
Negotiator


Joseph Brutout
Negotiator

THE CITY OF ROCKY RIVER


Pamela E. Bobst, Mayor

2-21-23
Date

APPROVED AS TO FORM:

Michael J. O'Shea
Law Director