

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 002

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2882 AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2024, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the International Association of Firefighters Local 2882 and the City of Strongsville for a three (3) year period commencing retroactive to January 1, 2022 through December 31, 2024, copies of which are on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

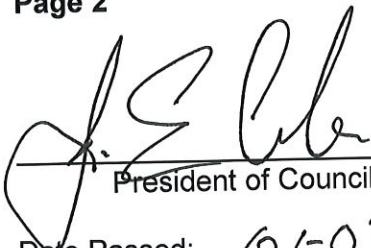
Section 2. That the funds for the purposes of the aforesaid contract's 2022 requirements have been or will be appropriated and shall be paid from the Fire Levy Fund and Fire Pension Fund; and thereafter shall be paid from the Fire Levy Fund and Fire Pension Fund in accordance with the annual appropriation ordinances adopted by Council.

Section 3. That the provisions of the aforesaid Agreement and this Ordinance shall be operative retroactively from and after January 1, 2022; and the provisions of said Agreement shall be applied retroactively to each City employee who was and/or is a member of said collective bargaining unit on and after January 1, 2022.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate approval and implementation of the aforesaid agreement is necessary in order to maintain the orderly and efficient operation of the Fire Department of the City, provide fair compensation for such collective bargaining unit members, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 002
Page 2




President of Council
Date Passed: 01-03-22

Yea

Nay

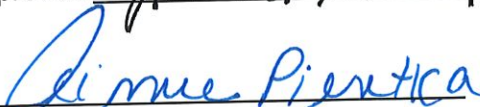
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Approved: 

Mayor

Date Approved: Jan. 3, 2022

Attest: 

Clerk of Council

ORD. No. 2022 - 002

1st Rdg. 01-03-22

2nd Rdg. Suspended

3rd Rdg. Suspended

Amended: _____

Ref: _____

Ref: _____

Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: 01-03-22 Defeated: _____

AGREEMENT

between

THE CITY OF STRONGSVILLE, OHIO

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 2882

Effective: January 1, 2022

Expires: December 31, 2024

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ATTACHMENT A – SUMMARY PLAN DESCRIPTION

MEMORANDUM OF UNDERSTANDING (PROMOTIONS)

STRONGSVILLE FIRE DEPARTMENT S.O.P. 3.4.0

Definitions:

Business Day is Monday through Friday excluding City Holidays.

Calendar Day is Sunday through Saturday with no exclusions.

Shift Day is an employee's normally assigned work day on A, B, or C Shift.

Staff Day is an employee's normally assigned work day in a staff position.

ARTICLE I PREAMBLE

This Agreement, entered into by the City of Strongsville, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, Local 2882, hereinafter referred to as the "Union", has as its purpose the following:

1.01 To achieve and maintain a satisfactory and established employer-employee relationship and to promote improved work performance.

1.02 To provide for the peaceful and equitable adjustment of differences which may arise.

1.03 To attract and retain qualified employees by providing proper standards of wages, hours, and other conditions of employment.

1.04 To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to State and Federal laws, and the Constitutions of the State of Ohio and the United States of America.

1.05 To ensure the rights of every employee to fair and impartial treatment.

1.06 To provide an opportunity for the Union and the Employer to collectively bargain as provided for under Chapter 4117 of the Ohio Revised Code.

ARTICLE II UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating benefits and other conditions of employment for those employees of the Fire Department in the bargaining unit certified by SERB on November 28, 1984 at Case No. 84-VR-08-1828.

2.02 Unless in conflict with the provisions of this Article, management, confidential, supervisory, Assistant or Chief Officers, part-time, temporary and seasonal employees shall not be included in the bargaining unit.

ARTICLE III UNION REPRESENTATION AND UNION LEAVE

3.01 Union representatives will be recognized by the Employer in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the President of the Union or his designee.

3.02 The Union shall submit in writing the names of employees to act as Union representatives for the purpose of processing grievances as defined in the Grievance Procedure.

These persons shall be three (3) members of the Union Executive Board if they are employees of the City. The Employer shall be notified in writing of changes of all officers of the Local. Employees shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

3.03 The Union shall provide to the Employer an official roster of its officers and local Union representatives which is to be kept current at all times and shall include the following:

- (1) name;
- (2) address;
- (3) home telephone number;
- (4) immediate supervisor; and,
- (5) Union office held.

3.04 Rules governing the activity of the Union representatives are as follows:

- (1) The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in this Agreement.
- (2) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area the nature of the Union activity.
- (3) The Union employee official shall cease activities immediately upon the request of the supervisor of the area in which Union activity is to be conducted or upon the request of the Union employee officer's immediate supervisor.

3.05 The Employer agrees that three (3) non-employee officers or representatives of the Union shall be admitted to the Employer's facilities and sites during work hours upon advance notice to the Fire Chief, or, in his absence, the Safety Director. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

3.06 Up to three (3) members of the Union negotiating team shall be granted time off and lose no straight time earnings as a result of attendance at negotiating meetings mutually set by the Employer and the Union.

3.07 Union representatives shall be permitted time off without loss of straight-time pay to meet with the Employer at grievance meetings and arbitration hearings or to attend other meetings required under this Agreement.

3.08 The Union President will have twenty-four (24) hours of time off per year for Union activities to be used by him or his designees. There shall be no carry over of the Union leave into a succeeding year. Union time must be used in a minimum of eight (8) hour segments.

ARTICLE IV NO STRIKE/NO LOCKOUT

4.01 The Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Strongsville. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, conduct or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer.

4.02 Any employee who participates in or promotes such strike activities as previously outlined, shall be subject to disciplinary action on an individual basis, up to and including discharge.

4.03 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section I of this Article.

ARTICLE V PLEDGE AGAINST DISCRIMINATION AND COERCION

5.01 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation and involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

5.02 All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

5.03 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership.

5.04 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5.05 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE VI MANAGEMENT RIGHTS

6.01 The Union recognizes the right and authority of the Employer to administer the business of the City and the Fire Department and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the City and the Fire

Department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and to exercise the following rights, except as limited by this Agreement:

- (a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
- (b) To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- (c) To determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- (d) To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- (e) Except as limited by this Agreement, or by O.R.C. 4117, to determine work schedules including vacations and to establish the necessary work rules for all employees;
- (f) To determine when a job vacancy exists, the duties to be included in all job classification, and the standards of quality and performance to be maintained;
- (g) To determine the necessity to schedule overtime and the amount required thereof;
- (h) To maintain the security of records and other pertinent information;
- (i) To determine and implement necessary actions in emergency situations;
- (j) To determine the department's budget and uses thereof;
- (k) To maintain the efficiency of operations;
- (l) To exercise complete control and discretion over department organization and the necessary technology to perform the work; and,
- (m) To require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.

ARTICLE VII RULES AND REGULATIONS

7.01 The Fire Chief may from time to time promulgate rules, regulations, policies, and procedures for and in furtherance of employment provisions. Except in an emergency, such rules, regulations, policies and procedures shall be in full force after posting of a copy in the department in question for a period of five (5) calendar days. All amendments to the rules, regulations, policies, procedures and orders which affect employees of the bargaining unit which are posted by the Fire Chief, shall be placed in the Rules and Regulations Book as soon as practical. The Rules and Regulations Book shall be made available online by the Fire Chief. Any changes, additions, or deletions to the Rules and Regulations Book will be distributed via email to all employees for their review.

7.02 It is the individual responsibility of each employee to be familiar with and act in accordance with all policies, procedures and rules adopted in accordance with this Article. Violation by an employee of any rule or regulation adopted in accordance with this Section shall be grounds for disciplinary action.

7.03 The Employer also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of the employees and/or the Union to lodge a grievance as provided for in this Agreement.

ARTICLE VIII DUES DEDUCTIONS

8.01 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications and/or positions as has been determined by this Agreement.

8.02 The Employer agrees to deduct regular Union membership dues, fees and assessments once each pay period from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues, fees and assessments from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer, and in which Union dues are deducted.

8.03 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once other funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

8.04 The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) an agreed unpaid leave of absence, or (c) revocation of the "check-off" authorization by the employee.

8.05 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim or error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues, fees, and assessments deduction will normally be made by deducting the proper amount, if the deduction does not exceed a total of four (4) pay period regular dues from the pay of any Union member.

8.06 The Employer shall not be obligated to make deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal dues, fees and assessments deductions.

8.07 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees or assessments deductions.

8.08 Each eligible employee's written authorization for dues, fees and assessments deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the deduction will cease effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

ARTICLE IX **BULLETIN BOARD SPACE**

9.01 The Employer agrees to provide bulletin board space at the Fire Stations for use by the Union.

9.02 All Union notices which appear on the bulletin boards shall be posted and removed by a Union official in the bargaining unit and shall be related to items of interest to the members. Union notices related to the following matters may be posted without the necessity of receiving the Fire Chiefs prior approval:

- (a) Union recreational and social affairs
- (b) Notice of Union meetings
- (c) Union appointments
- (d) Notice of Union elections
- (e) Results of Union elections
- (f) Reports of non-political standing committees and independent non-political arms of the Union.

All other notices of any kind not covered in (a) through (f), above must receive prior approval of the Fire Chief or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which may contain the following:

- (a) personal attacks upon any other member or any other employee;
- (b) scandalous, scurrilous or derogatory attacks upon the administration or City officials;
- (c) attacks on any other employee organization;
- (d) attacks on and/or favorable comments regarding a candidate for public or local Union office, or for office in another employee organization.

ARTICLE X PROBATIONARY PERIOD AND SENIORITY

10.01 Probationary Period. Employees shall serve a probationary period of two (2) years. During such probationary period, employees may be terminated at the sole discretion of the Employer and such termination is not grievable through any grievance or arbitration procedure herein contained or to any civil service commission.

10.02 Definition of Seniority. For the purposes of this Agreement, seniority shall be determined by the date of rank or date of hire with the Strongsville Fire Department. In the case of same date of rank for two or more members, seniority shall be determined by the employee's standing on the civil service promotion list.

10.03 Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is absent for three (3) consecutive scheduled working days without notifying the Employer, or without good cause; or
- (d) is laid off and fails to report for work within three (3) scheduled working days after having been recalled; or
- (e) does not report for work within three (3) scheduled working days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the Employer; or
- (f) is laid off for a period in excess of one (1) year; or
- (g) retires or is retired.

10.04 Seniority Roster. The Employer shall maintain and keep current a seniority roster noting the start date, current position by job title and/or classification. The seniority roster shall be made available for inspection by an authorized Union representative at all times.

ARTICLE XI LABOR MANAGEMENT COMMITTEE

11.01 The Employer and the Union agree there shall be a Labor-Management Committee (LMC) for the purpose of improving communications and department efficiency. Each party shall determine its representatives. The LMC shall meet at mutually agreeable times.

ARTICLE XII PROMOTIONAL EXAMINATIONS

12.01 Promotional examinations shall be governed by the Rules and Regulations of the Strongsville Civil Service Commission. Whenever practicable, the Employer shall announce the date of the examination sixty (60) calendar days prior to the date the examination is given.

ARTICLE XIII LAYOFF

13.01 Employees may be laid off only for lack of work, lack of funds, abolishment of positions or curtailment of functions.

13.02 In the event of a layoff situation, employees will be laid off, by the affected rank, in accordance with date of hire (last hired, first laid off).

13.03 In the event an employee is of supervisory rank, Lieutenant or above, such member may bump and displace a lower ranked employee providing such rank officer has greater departmental seniority than the employee being bumped.

13.04 An employee who is laid off shall retain recall rights for a period of two (2) years from the last date of actual employment.

13.05 A recall from lay-off will be based upon departmental seniority (Last laid off, first recalled).

13.06 Before any full-time employee may be laid off, all part-time employees performing fire suppression, fire prevention and/or paramedic duties, will be first laid off.

ARTICLE XIV CORRECTIVE ACTION, DISCHARGE OR SUSPENSION

14.01 No employee shall be reduced in pay or position, suspended and except for **Fire Fighter 5th Class and Fire Fighters 4th class** and no employee shall be discharged or removed, except for just cause.

14.02 Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take-into-account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

- A. The Employer, the employee involved, and the Union are encouraged to resolve discipline matters informally whenever possible. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief or his designee is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Fire Chief or his designee may offer a proposed disciplinary penalty. The employee must be advised before meeting that they are entitled to representation by the Union during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the Fire Chief or his designee will, within ten (10) business days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Fire Chief or his designee may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Mayor/Safety Director, pursuant to Step 3 of the grievance procedure. The appeal by grievance must be filed at Step 3 within five (5) business days from receipt of the Notice of Discipline.

14.03 Prior to any discipline being imposed, the employee shall be given a right to a pre-deprivation hearing pursuant to Section 14.04 and 14.05.

14.04 All employees who are suspended, demoted or discharged shall be given a Notice of Discipline outlining the reasons for the disciplinary action.

14.05 When a Notice of Discipline has been issued, the employee must file a grievance at Step 3 (Mayor/Safety Director level) of the Grievance Procedure contained in Article XV of this Agreement. Such Step 3 hearing shall be held within five (5) business days of the filing of the grievance and be answered within five (5) business days of the hearing. The Mayor's hearing shall also constitute a pre-deprivation and "Loudermill" hearing. Upon conclusion of the hearing and a written decision by the Mayor or designee, the discipline may be imposed. An appeal from the Mayor's decision may be directly appealed to arbitration pursuant to Step 4 of the Grievance Procedure.

ARTICLE XV GRIEVANCE PROCEDURE

15.01 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct

a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

15.02 The term "grievance" shall mean an allegation by an employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

15.03 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Each employee who desires to be included in such a grievance shall be required to sign the grievance.

A grievance may be brought by any employee. However, Fire Fighters **5th and 4th** Class may not grieve their discipline or termination. Where a group of employee's desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by each group, shall process the grievance.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements of any step to lapse without further appeal.

Failure of the employee or the Union to timely file a grievance or timely process it to any step shall extinguish the grievance. Failure of the Employer to timely process the grievance will result in the movement of the grievance to the next step. All time limits on grievances may be waived by mutual consent of the parties. For purposes of counting time under this procedure, business days shall govern.

All written grievances shall contain the following information to be considered:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was first discussed;
- (d) date grievance was filed in writing;
- (e) name of supervisor with whom grievance was discussed;
- (f) date, time and place the grievance occurred;
- (g) description of incident giving rise to the grievance;
- (h) Articles and Sections of Agreement violated; and,
- (i) resolution requested.

Nothing in this grievance procedure shall prohibit an employee from discussing and settling a potential grievance with the immediate supervisor. Such settlements shall not be contrary to the terms of this Agreement.

15.04 The following steps shall be followed in the processing of a non-disciplinary grievance, in order for an alleged grievance to receive consideration:

STEP 1 - SHIFT CAPTAIN

An employee having a grievance shall file a written grievance with the Shift Captain. In order for the grievance to be recognized, it must be filed within fifteen (15) business days from the date of the incident giving rise to an alleged grievance.

The Shift Captain shall meet within five (5) business days with the grievant, who may be accompanied by a representative of the Union, and investigate the grievance and shall provide a solution or explanation on the grievance form within five (5) business days following the date of the meeting. Any grievance filed by a ranked officer will be heard by the Assistant Chief as Step 1.

STEP 2 - FIRE CHIEF

Where the grievant is not satisfied with the Step 1 response, the aggrieved may submit the original grievance to the Fire Chief within five (5) business days of the receipt of the Step 1 answer. The Fire Chief or his designee shall meet within five (5) business days with the grievant, who may be accompanied by a Union representative. The Chief or his designee shall provide a written answer within five (5) business days of the date of the meeting.

STEP 3- MAYOR/SAFETY DIRECTOR

Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the original grievance to the Mayor/Safety Director within five (5) business days of the receipt of the Step 2 answer. The Mayor/Safety Director or his designee shall meet within five (5) business days with the grievant, who may be accompanied by two (2) Union representatives. The Mayor/Safety Director or his designee shall provide a written answer within five (5) business days of the date of the meeting.

STEP 4-ARBITRATION

In the event the grievance is not resolved at Step 3, then within twenty (20) business days the Union may submit the grievance to arbitration by requesting in writing a list of seven (7) arbitrators from the Federal Mediation & Conciliation Service (FMCS) or the American Arbitration Association (AAA). Upon receipt of the list of arbitrators, the parties shall select an arbitrator through the alternate strike method. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA and this Agreement.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or

enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration.

The arbitrator shall be without authority to recommend any right or relief on the alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on the rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If applicable, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the original list of arbitrators shall be shared by the parties. All costs directly related to the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the rent, if any, for the hearing rooms, shall be paid by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs. In the event an arbitrator is hired, and before the arbitration process begins one (1) of the parties concedes to the other party, the party who concedes shall pay any and all costs accrued by the other party.

Any employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance exceed five (5), excluding the grievant(s) and the representative of the Union.

Grievant(s) shall lose no straight time earnings while in attendance at the grievance meetings with management representatives, or at arbitration hearings.

ARTICLE XVI HOURS OF WORK/OVERTIME

16.01 All shift employees shall work an average work week of forty-eight (48) hours; consisting of twenty-four (24) hours of on duty time followed by consecutive forty-eight (48) hours of off duty time.

All staff employees shall work forty (40) hours per work week, Monday through Friday with Saturday and Sunday normally scheduled off.

Staff employees have the prerogative of requesting flexible working hours. The decision to allow flexible hours is dependent upon the operational needs of the department and must have the advance approval of the Fire Chief.

16.02 Period of Work. The work period for all shift employees shall be a recurring twenty-one (21) calendar day period of time in which employees shall work one hundred and forty-four (144) hours.

The work period for staff employees shall be a fourteen (14) calendar day period.

16.03 Kelly Day. This is the tour of duty given off to the employee working a forty-eight (48) hour work week for reduction of work hours as stated in Section 16.02, above.

Kelly Days shall be given off with no loss to any other leave given, accrued, or otherwise due to the employee.

Available Kelly Days for the year shall be scheduled by the Employer and shall be posted each January 1st and then picked by the employees by rank and then by date of rank.

All Kelly Days must be used in the twenty-one (21) calendar day Kelly period.

16.04 Tour of Duty. A tour of duty shall be one (1) twenty-four (24) consecutive hours of work as stated in Section I for the shift employee.

Staff employees shall normally work eight (8) consecutive hours which shall include a one (1) hour paid lunch. The Union recognizes that employees may be recalled to duty during such lunch periods if conditions require, and at the discretion of the Fire Chief or his designee.

16.05 Any shift employee who works more than his normally scheduled twenty-four (24) hour shift or one hundred and forty-four (144) hours in any twenty-one (21) calendar day cycle shall be paid at the rate of time and one-half (1½) his hourly rate. The use of sick time will not reduce the overtime rate of pay.

16.06 When, for any reason, it becomes necessary to work shift overtime, the overtime shall be offered to the employee as follows:

There will be one master list. Employees shall be limited to thirty-six (36) consecutive hour maximum. Employees are eligible for shift overtime on their Kelly Day. If an employee is

accidentally passed over, he will be offered the next overtime opportunity, but shall have no recourse through the grievance process.

16.07 Overtime pay for call out or a holdover at a fire, disaster, rescue or other emergency shall be paid at the rate of one and one-half (1½) the employee's hourly rate. A minimum of **three (3)** hours of overtime at the time and one-half (1½) rate shall be paid to an employee for call out only at fire, disaster, or other emergency.

16.08 Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

16.09 In the event that there has been or is occurring, an emergency condition as declared by the Mayor/Safety Director or designee which includes tornadoes, conflagration, or community disaster, any employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and properties of the City.

16.10 For staff personnel only, overtime pay shall be at the rate of one and one-half (1½) times the staff employee's regular hourly rate of pay in excess of eight hours in a day or eighty hours in a two (2) week period. The use of sick time will not reduce the overtime rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE XVII SICK LEAVE

17.01 Crediting of Sick Leave. For shift employees sick leave credit shall be earned at the rate of twelve (12) hours per month providing the employee actually works or is on active pay status at least eight (8) tours of duty in the month. Staff employees shall earn 4.6 hours of sick leave for every 80 hours of service, excluding overtime, up to a maximum of 120 hours per year. Unused sick leave shall accumulate without limit.

17.02 Retention of Sick Leave. The previously accumulated sick leave of an employee who has been separated from the public service from the City of Strongsville shall be placed on his credit upon his re-employment in Strongsville provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service with the City of Strongsville.

17.03 Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged from sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

17.04 Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury to the employee; illness of an employee's immediate family requiring the presence of the employee. An immediate family member shall include: brother, sister, spouse, child, step-child, **foster child**, mother, father, step-parent, loco parents, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and/or grandchildren;
2. Death of an employee's immediate family;
3. Medical, dental or optical examination or treatment of the employee, where the treatment may not be scheduled during non-work hours;
4. If an employee's immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others;
5. Pregnancy and/or childbirth of the employee and other conditions related thereto; and,
6. **Psychological issues that have been reported and approved by an immediate supervisor.**

- B. One (1) tour twenty-four (24) hours or three (3) tours eight (8) hours sick leave, whichever is applicable, may be granted to the employee who provides proof of attendance at the funeral of an immediate family member.

17.05 Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either the signed statement or a healthcare provider's certificate shall be grounds for disciplinary action which may include dismissal.

17.06 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid sick leave. Any abuse, patterned or excessive use of sick leave shall be just and sufficient cause for disciplinary action as determined by the Fire Chief.

17.07 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a healthcare provider notifying the Employer that the employee was unable to perform his/her duties.

17.08 Sick Leave Certificate and Approval. The Employer may require any employee requesting paid sick leave to furnish substantiating evidence or a statement from the employee's healthcare provider certifying that absence from work was required due to one (1) of the reasons set forth in Article 17.04. In any case, such certification must be presented whenever sick leave

is requested for more than two (2) consecutive working tours of duty for shift employees and for five (5) consecutive working days for staff employees.

The employee on the first day of absence shall notify the on-duty Shift Commander of his illness or injury at least one (1) hour prior to the starting time of the employee's shift.

The Employer may verify the report of the healthcare provider concerning the illness or disability of an employee, and to require the employee to undergo an independent medical exam (IME) at the Employer's expense by a healthcare provider selected by the Employer to determine the nature and extent of the illness or disability, and to determine the employee's readiness to return to work in a full capacity.

As a result of such healthcare provider's statement and examinations, the Employer may approve or deny an employee's sick leave requests, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

17.09 Sick Leave Donation Program The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of sick leave due to a serious illness or injury of the employee or a member of his or her immediate family. Employees may donate up to forty-eight (48) hours each year of sick leave to a fellow employee in the Fire Department who is otherwise eligible to accrue and use sick leave, and only for leave associated with the serious health condition of the employee or the employee's immediate family member. An employee may not donate paid sick leave if it will result in the employee having less than forty-eight (48) hours of accrued sick leave. An employee shall not receive more than one thousand two hundred and forty-eight (1,248) hours of donated sick leave over any one (1) year period. An employee is not entitled to receive donated paid sick leave until he first exhausts all of his accumulated vacation, holiday and sick leave time. Donated sick leave hours will not be available for year-end or separation-from-employment cash-out. An employee shall not work in any other employment while receiving sick leave time donations. Employees may not actively solicit donations for paid sick leave.

ARTICLE XVIII CONVERSION OF SICK LEAVE

18.01 Upon retirement after fifteen (15) or more years of service in the department, an employee may convert up to one-half (1/2) of the value of his accumulated sick leave credit.

18.02 After twenty-five (25) or more years of service in the department, an employee may convert to cash up to one-half (1/2) of the value of his/her accumulated sick leave which exceeds 1000 hours. Such conversion, if elected, shall take place in December of each year.

18.03 In case of the death of the employee while still in active service, payment shall be made to the surviving spouse or to the deceased employee's estate if no spouse exists, in accordance with Section 18.01.

ARTICLE XIX INJURY WAGE CONTINUATION

19.01 An employee who is unable to perform his regular duties as a result of hazardous duties, as defined below, with the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed one hundred twenty (120) calendar days from the date that such service related injury was incurred. After the expiration of the one hundred twenty (120) calendar days, an employee may request an extension of an additional sixty (60) calendar days of injury leave. Such extension shall be discretionary upon the Employer and denials of extensions shall not be grievable. During such injury leave, compensation shall be paid in accordance with this Section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from any emergency response, such duty including but not limited to, the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or is believed to be in progress or answering of any other emergency alarm. Hazardous duties do not include the return from the scene of a fire or any other emergency alarm. It is not intended that hazardous duty leave shall be granted to employees who incur routine injuries in the performance of their duties in non-emergency situations.

19.02 An employee who is unable to perform his regular duties 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 injury prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related injury but for a period not to exceed one hundred twenty (120) calendar days from the date such service related injury was incurred. After the expiration of the one hundred twenty (120) calendar days, an employee may request an extension of an additional sixty (60) calendar days of injury leave. Such extension shall be discretionary upon the Employer and denials of extensions shall not be grievable. During such injury leave, compensation shall be paid in accordance with this Section, whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, the first forty-eight (48) hours of said service related injury shall be charged to said employee's accumulated sick leave credit or if less than forty-eight (48) hours accumulated sick leave credit available, the existing sick leave credit then available shall be charged and any remaining service related injury shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

19.03 Any employee who receives a paid leave under this Article shall not be entitled nor will apply for either temporary total disability or permanent total disability benefits under Ohio's Worker's Compensation laws. This provision does not prohibit an employee from receiving other available Worker's Compensation benefits. If an employee receives either temporary total or permanent total disability benefits while receiving injury wage continuation benefits under this Section, the employee agrees to reimburse the Employer for all sums in excess of what the employee received under this Section.

19.04 Certificate of the healthcare provider certifying to the service related injury and the cause thereof, shall be filed with the **Director of Human Resources** before the last day of each two (2) week period which work related injury occurred or continues or more often if

required to do so by the **Director of Human Resources** or Fire Chief, and any employee receiving injury wage continuation benefits must, as a condition therefore, submit to an independent medical exam by a healthcare provider chosen by the employer at any time.

19.05 An employee who is unable to perform his regular duties as a result of an on-duty injury caused by recreational activity (i.e., football, including touch and flag; softball; soccer; hockey; and basketball) shall not be entitled to compensation as set forth in this Article.

ARTICLE XX MILITARY LEAVE

20.01 All military leave and pay shall comply with Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Ohio Revised Code (ORC).

20.02 The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of all training and deployments.

ARTICLE XXI FAMILY MEDICAL LEAVE ACT

21.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article XX, but shall not receive any other benefit.

21.02 The Employer may require an employee to use accrued vacation or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time, which are separate banks of accumulated time under this Article.

21.03 An employee who is unable to perform their duties due to an injury, personal illness, or pregnancy (including post-partum recovery periods), shall, after exhaustion of sick leave and leave available pursuant to the Family and Medical Leave Act, be granted a leave of absence without pay for a period of three (3) months. The request for leave shall be supported by medical evidence and provided to the **Director of Human Resources**. The Employer may require an employee who requests a leave under this Section to submit to a physical examination by a healthcare provider chosen by the Employer at any time.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in Appendix 1 of this Agreement shall remain in effect during a leave under this Section.

ARTICLE XXII VACATIONS

22.01 All full-time employees shall be entitled to paid vacations as follows:

After completion of one (1) year of service with the City, two (2) weeks with pay; after completion of five (5) years of service with the City, three (3) weeks with pay; after completion of ten (10) years of service with the City, four (4) weeks with pay; after completion of fifteen (15) years of service with the City, five (5) weeks with pay; after completion of twenty (20) years of service with the City, six (6) weeks with pay.

22.02 Time off shall be granted upon the approval of the Fire Chief. All time off will be scheduled in the following order: Kelly Days, Vacation days, holidays.

- Round 1: Kelly Days by rank then date of rank.
- Round 2: first half of vacation days by date of hire.
- Round 3: second half of vacation days by date of hire.
- Round 4: all holidays by rank then date of rank.
- Round 5: banked vacation by date of hire.**
- Round 6: employee's carryover holiday by rank, then date of rank.**

22.03 Additional vacation time shall be granted based on the operating requirements as determined by the Fire Chief or his designee.

22.04 Weeks of vacation shall constitute tours of duty off for shift personnel and days off for staff personnel. Shift personnel shall receive the following tours of duty off as vacation leave:

SHIFT EMPLOYEES

two weeks	=	four (4) tours off
three weeks	=	six (6) tours off
four weeks	=	eight (8) tours off
five weeks	=	ten (10) tours off
six weeks	=	twelve (12) tours off

22.05 An employee who resigns, retires or is separated from service from the Employer, shall receive all accumulated, unused vacation leave. Such payment will be made as soon as practicable upon separation from service.

22.06 Employees must use at least one-half (1/2) of their earned vacation each year. Upon the first pay period in January of the following year, the Employer will convert to cash payment any accrued, unused vacation time based on the employee's pay rate of December 31st of the previous year. There shall be no carryover of vacation leave.

22.07 An employee with twenty (20) or more years of service with the Employer may elect to bank one (1) week of vacation each year to a maximum of five (5) weeks. An employee may convert banked vacation into cash payment upon retirement or elect to schedule banked vacation leave only after all employees have scheduled their tours of duty off (i.e., Kelly Days, Vacations and Holidays) for the calendar year in which the employee retires.

ARTICLE XXIII HOLIDAYS

23.01 **Shift** employees shall be credited with one hundred **sixty-eight (168)** hours of holiday time per calendar year. Employees who wish to take holiday time off must receive advanced approval of the Fire Chief or his designee. Holidays shall be picked in accordance with Article XXII and consistent with the departmental operating requirements as determined by the Fire Chief.

23.02 **Shift** employees shall be advanced the one hundred **sixty-eight (168)** hours of holiday time on January 1st each year. However, the holidays will only be considered accrued at the rate of **fourteen (14)** hours per full calendar month of creditable service as defined by Ohio Police and Fire Pension. Crediting and cashing-out of holiday time by any employee hired or separated during the calendar year will be based on this accrual rate. Employees utilizing more than the accrued amount of holiday time at the time of separation shall have the excess time deducted from their final paycheck(s) and/or other accrued separation pay.

23.03 **Shift** employees shall be permitted to carry over a maximum of forty-eight (48) hours from one calendar year to the next. Holiday carry over time may be utilized as additional time off or cashed out at the end of the year. It is the employee's responsibility to inform the Employer of any holiday carry over time or cash out prior to December 31st.

23.04 Upon the first pay period in January of the following year, the Employer will convert to cash payment any accrued, unused holiday time as of December 31st based on the employee's pay rate on December 31st of the previous year.

23.05 Shift employees who work on Easter Sunday, Memorial Day, July 4th, **Labor Day**, Thanksgiving, Christmas Eve, or Christmas **and New Year's Day** shall be compensated at the overtime rate for all hours worked.

23.06 **Staff** employees shall be credited with one hundred and fifty-six (156) hours of holiday time per calendar year. Those holidays will only be accrued at a rate of thirteen (13) hour per full calendar month. All other provisions of this Article above shall apply to Staff Employees.

ARTICLE XXIV WAGES

24.01 Definition of Classes:

Fire Fighter 5th Class - shall be from the start date to the completion of one (1) year.

Fire Fighter 4th Class - shall be from the completion of one (1) year to the completion of two (2) years from the start date.

Fire Fighter 3rd Class - shall be from the completion of two (2) years to the completion of three (3) years from the start date.

Fire Fighter 2nd Class - shall be from the completion of **three (3)** years to the completion of **four (4)** years from the start date.

Fire Fighter 1st Class - shall be after the completion of **four (4)** years from the start date.

Lieutenant - a supervisory rank appointed in accordance with Civil Service Rules and Procedures.

Captain - a supervisory rank appointed in accordance with Civil Service Rules and Procedures.

24.02 Pay Scale On An Annual Basis:

Shift – 2496 Hours

2022 Fiscal Year

	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 25.89	\$ 28.13	\$ 30.37	\$ 33.00	\$ 34.86	\$ 40.44	\$ 46.91
Hours	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00
EMT Wage	\$ 64,621.44	\$ 70,212.48	\$ 75,803.52	\$ 82,368.00	\$ 87,010.56	\$ 100,938.24	\$ 117,087.36
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 66,971.44	\$ 72,562.48	\$ 78,153.52	\$ 84,718.00	\$ 89,360.56	\$ 103,288.24	\$ 119,437.36
Paramedic Rate	\$ 26.83	\$ 29.07	\$ 31.31	\$ 33.94	\$ 35.80	\$ 41.38	\$ 47.85

2023 Fiscal Year

	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 26.67	\$ 28.97	\$ 31.28	\$ 33.99	\$ 35.91	\$ 41.65	\$ 48.32
Hours	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00
EMT Wage	\$ 66,568.32	\$ 72,309.12	\$ 78,074.88	\$ 84,839.04	\$ 89,631.36	\$ 103,958.40	\$ 120,606.72
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 68,918.32	\$ 74,659.12	\$ 80,424.88	\$ 87,189.04	\$ 91,981.36	\$ 106,308.40	\$ 122,956.72
Paramedic Rate	\$ 27.61	\$ 29.91	\$ 32.22	\$ 34.93	\$ 36.85	\$ 42.59	\$ 49.26

2024 Fiscal Year

	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 27.34	\$ 29.70	\$ 32.06	\$ 34.84	\$ 36.80	\$ 42.69	\$ 49.52
Hours	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00	\$ 2,496.00
EMT Wage	\$ 68,240.64	\$ 74,131.20	\$ 80,021.76	\$ 86,960.64	\$ 91,852.80	\$ 106,549.25	\$ 123,597.13
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 70,590.64	\$ 76,481.20	\$ 82,371.76	\$ 89,310.64	\$ 94,202.80	\$ 108,899.25	\$ 125,947.13
Paramedic Rate	\$ 28.28	\$ 30.64	\$ 33.00	\$ 35.78	\$ 37.74	\$ 43.63	\$ 50.46

Staff -2080 Hours

2022 Fiscal Year

2022 Fiscal Year							
	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 31.07	\$ 33.76	\$ 36.44	\$ 39.60	\$ 41.83	\$ 48.53	\$ 56.29
Hours	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00
EMT Wage	\$ 64,625.60	\$ 70,220.80	\$ 75,795.20	\$ 82,368.00	\$ 87,006.40	\$ 100,942.40	\$ 117,083.20
Staff Incentive Pay	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 68,475.60	\$ 74,070.80	\$ 79,645.20	\$ 86,218.00	\$ 90,856.40	\$ 103,292.40	\$ 119,433.20
Paramedic Rate	\$ 32.92	\$ 35.61	\$ 38.29	\$ 41.45	\$ 43.68	\$ 49.66	\$ 57.42

2023 Fiscal Year

2023 Fiscal Year							
	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 32.00	\$ 34.76	\$ 37.54	\$ 40.79	\$ 43.09	\$ 49.98	\$ 57.98
Hours	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00
EMT Wage	\$ 66,560.00	\$ 72,300.80	\$ 78,083.20	\$ 84,843.20	\$ 89,627.20	\$ 103,958.40	\$ 120,598.40
Staff Incentive Pay	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 70,410.00	\$ 76,150.80	\$ 81,933.20	\$ 88,693.20	\$ 93,477.20	\$ 106,308.40	\$ 122,948.40
Paramedic Rate	\$ 33.85	\$ 36.61	\$ 39.39	\$ 42.64	\$ 44.94	\$ 51.11	\$ 59.11

2024 Fiscal Year

2024 Fiscal Year							
	Step 5	Step 4	Step 3	Step 2	Step 1	Lieutenant	Captain
Base (EMT) Rate	\$ 32.81	\$ 35.63	\$ 38.47	\$ 41.81	\$ 44.17	\$ 51.23	\$ 59.44
Hours	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00
EMT Wage	\$ 68,244.80	\$ 74,110.40	\$ 80,017.60	\$ 86,964.80	\$ 91,873.60	\$ 106,558.40	\$ 123,635.20
Staff Incentive Pay	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
Paramedic Pay	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00	\$ 2,350.00
Paramedic Wage	\$ 72,094.80	\$ 77,960.40	\$ 83,867.60	\$ 90,814.80	\$ 95,723.60	\$ 108,908.40	\$ 125,985.20
Paramedic Rate	\$ 34.66	\$ 37.48	\$ 40.32	\$ 43.66	\$ 46.02	\$ 52.36	\$ 60.57

All wages are based on an hourly wage rate. The figures under the salary column are derived by multiplying the hourly wage rate by 2496 hours for Shift employees.

24.03 Differential Between Ranks. There shall be maintained a differential between Fire Fighter 1st Class and Lieutenant of **sixteen percent (16%)**. There shall be a rank differential between Lieutenant and Captain of **sixteen percent (16%)**. A **Staff Incentive Pay of (\$1,500.00)** is reflective of an Incentive provided to Staff employees to encourage recruitment/promotion of Staff Personnel originally given in the 1998-2000 Agreement.

24.04 Longevity Compensation. In addition to their base pay, all full-time employees shall receive additional compensation as longevity pay at the rate of five hundred dollars (\$500.00) after five (5) years of service and increases of one hundred dollars (\$100.00) each year thereafter.

24.05 Paramedic Pay. Effective January 1, 2019, any employee who holds an Ohio State paramedic certification and who is operating under the medical control of Southwest General Health Center will have \$2,350 added to their annual salary which is included in the wage scale set forth in Section 24.02.

24.06 Continuing Education. All employees shall receive an annual allotment of forty-seven (47) hours of continuing education, payable at one and one-half times (1½) the employee's current hourly rate, to be used at the employee's discretion to maintain professional qualifications and standards and to encourage their professional development. All Officers shall reserve eight (8) hours per year of their continuing education for Officer Professional Development. (Note: this does not include hours for those employees assigned to SERT.)

24.07 Upon request of an employee with at least twenty (20) years seniority, the Chief, within his discretion, may allow the employee to drop his paramedic certification status but remain functioning as a basic EMT. The Chiefs decision shall not be grievable.

ARTICLE XXV MISCELLANEOUS ALLOWANCES

25.01 Lead Pay. Whenever a First Class Firemedic assumes the duties of Lieutenant by order of the Fire Chief or the Fire Chief's designee, which decision shall be discretionary, he shall be paid at the hourly rate equal to the Lieutenant's hourly rate for each hour or part thereof that he performs said duties. **Lead pay compensation shall apply to any first response apparatus with a least two (2) assigned employees.** Any promotion list (Civil Service List) that expires will be used for Lead Man purposes only until a new list has been established.

Whenever a Lieutenant assumes the duties of Shift Commander by order of the Fire Chief, he shall be paid at the hourly rate equal to the Captain's hourly rate for each hour or part thereof that he performs said duties.

25.02 Uniform Allowance. In addition to their regular pay, employees shall receive a complete uniform determined by the Fire Chief with the approval of the Safety Director within a reasonable time after their appointment. After the completion of one (1) year from the employee's start date, a uniform allowance in the amount of one thousand two hundred dollars (\$1,200.00) per year shall be paid to each employee in the first paycheck in February.

ARTICLE XXVI JURY DUTY PAY

26.01 Any employee who is called for jury duty for any of the courts of record in the State shall be privileged to so serve and while serving shall receive compensation by the Employer at the employee's regular rate in addition to any amount paid by the court for individuals serving as jurors.

26.02 The Employer shall pay any employee who served on a jury the amount as defined in Section 1, above. Any time off by an employee resulting from serving on a jury shall in no way diminish or reduce time allowed for vacations, holidays, sick leave, personal days or

any other time off allowed under this Agreement. Employees who are released from jury duty more than two (2) hours prior to the end of their scheduled shift are required to report to work for the balance of the shift.

ARTICLE XXVII EDUCATIONAL TUITION REIMBURSEMENT

27.01 A tuition reimbursement program shall exist for the purpose of encouraging employees to upgrade their competence in work related functions in order to increase the effectiveness and efficiency of the Fire Department's services. Courses eligible under the tuition reimbursement program shall be limited to those offered by an accredited institution and related to the employee's position with the Fire Department. The Employer shall reimburse an employee for one-half (½) the cost of tuition **paid by the employee or the employee's immediate family member** directly related to approved courses of study per school quarter or semester. A course shall be interpreted as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Fire Chief or designee for approval before the employee enrolls in the courses.

27.02 Should an employee successfully complete an approved course by earning a grade of "B" or better, the Employer shall reimburse the employee for one-half (½) the cost of tuition upon presentation to the Employer of the original invoice from the institution.

27.03 Upon successful completion of the approved course, and upon presentation of receipts and texts, the Employer shall reimburse the employee for one hundred percent (100%) of the cost of required text books for the courses. The textbooks shall become the property of the Employer and shall be made available for use in the Fire Department Library.

ARTICLE XXVIII PENSION AND RETIREMENT PLAN

28.01 The Employer shall pay into the Police and Fire Disability and Pension Fund of Ohio for all employees in a percentage form as required by State Law.

28.02 The Employer shall provide a Salary Reduction Pick-Up program for employees covered by this Agreement. The employee's gross salary shall be reduced by the full amount of said contribution. The employee contributions which are "picked-up" by the Employer shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick-up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purpose of the parties in determining salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of employees before the pick-up is deducted from the gross salary.

ARTICLE XXIX HEALTH INSURANCE

29.01 Health insurance shall be furnished by the Employer for all full-time employees up to the maximum type of coverage as follows:

- (a) Comprehensive Major Medical Benefits and Prescription Drug Benefit coverages as summarized and contained in Attachment A.
- (b) Major Dental and vision care as in effect on January 1, 2016.
- (c) Life insurance, accidental and dismemberment insurance in the amount of base annual salary x2 rounded to the next higher one thousand dollars (\$1,000.00) to a maximum of two hundred fifty thousand dollars (\$250,000.00) and a minimum of fifteen thousand dollars (\$15,000.00). The benefit amount will be reduced thirty-five percent (35%) at age sixty-five (65). All benefits terminate at retirement.

29.02 All full-time employees eligible and receiving any benefits listed and described in this Article shall pay to the Employer seventy-five dollars (\$75.00) monthly for single coverage and one hundred fifty dollars (\$150.00) monthly for family coverage. The amount shall be paid through payroll deductions equally in each of the two pay periods each month. If the employee has no earnings the employee shall reimburse the Employer on or before the 15th of each month. To the extent permissible under the Internal Revenue Code such deductions shall be made from the employee's gross pay on a pre-tax basis. Life Insurance will remain at two (2) times the annual salary.

 All full-time eligible employees who meet all of the bi-annual Wellness Initiative/Screening conditions as established by the Employer and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution of seventy-five dollars (\$75.00) monthly for single coverage and one hundred fifty dollars (\$150.00) monthly for family coverage from their gross pay on a pre-tax basis.

 An employee failing to meet any of the aforementioned bi-annual Wellness/Initiative/Screening conditions of the prior year shall pay an additional twenty-five dollars (\$25.00) per month or twelve dollars and fifty cents (\$12.50) per pay from his/her gross pay on a pre-tax basis, throughout the succeeding year.

 Employees must sign an annual affidavit attesting to usage of any form of tobacco products. In the event employee utilizes tobacco in any form they will be required to pay an additional twenty-five dollars (\$25.00) monthly.

29.03 In those cases where both spouses are employed by the City of Strongsville in any position or capacity, only one (1) will be eligible for health insurance coverage, which shall be the family plan as determined by first date of birth. In such circumstance, only the one eligible spouse shall be required to pay the premiums as set forth in Section 29.02.

29.04 If during the term of this Agreement the Employer is able to offer employees better health coverages than those currently provided and described in Appendix I, employees may elect such better health coverages under the same terms and conditions as will be offered to other bargaining unit employees of the Employer.

ARTICLE XXX TIME EXCHANGE

30.01 With prior approval of the Fire Chief or his designee, employees may have the right to exchange time subject to the following provisions:

- A. Under no circumstances shall the Fire & Emergency Services Department be required or obligated to insure repayment of time under provisions of this Article.

30.02 The total number of hours worked in a given work period shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.

30.03 Time exchange made under this Article shall not result in the payment of overtime to any employee.

ARTICLE XXXI TURNOUT GEAR

31.01 The Employer shall furnish and thereafter maintain at no cost to the employee all gloves, helmets, protective clothing (i.e., bunker coat, bunker boots, bunker pants), and any other protective items needed to perform his duty. All protective clothing and equipment shall meet applicable standards and shall be and remain the property of the Employer.

ARTICLE XXXII MEDICAL EXAMINATIONS

32.01 All employees must receive one physical examination during the term of this Agreement. The examination shall be that which is covered by Medical Mutual (City Health Plan) which is currently an examination, X-ray, EKG, SMA-12, CBC and urinalysis. The healthcare provider must provide certification to the Employer that the employee has no medical conditions that would prohibit the employee from performing his job.

ARTICLE XXXIII INDEMNIFICATION

33.01 The City shall defend and indemnify an employee of the bargaining unit in accordance with and pursuant to Ohio Revised Code Chapter 2744.

ARTICLE XXXIV SEVERABILITY

34.01 This Agreement is subject to all applicable Federal and State Laws or judicial decisions interpreting them. In the event any provision in this Agreement is found to be contrary to or in conflict with the above by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall immediately enter discussions to negotiate a successor clause.

ARTICLE XXXV DURATION

35.01 This Agreement shall be effective as of **January 1, 2022** through **December 31, 2024**, unless otherwise terminated as provided herein.

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt or email. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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

This Agreement constitutes the entire Agreement between the parties, and all other agreements either written or oral are hereby canceled.

ARTICLE XXXVI DEATH BENEFIT

36.01 Employees killed in the line of duty while serving the City of Strongsville shall have his salary paid to his estate for a period of two (2) months from the date of death.

ARTICLE XXXVII TOTAL AGREEMENT

37.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and policies previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXXVIII GENDER AND PLURAL

38.01 The use of words herein in the singular shall be construed to include the plural, and the use of words herein the plural shall be construed to include the singular.

38.02 The words used in this Agreement in the masculine, feminine, or neuter gender shall be construed to include all of said genders.

38.03 Use of any gender in this Agreement shall not be construed as being discriminatory by reason of sex but solely for convenience in construction of this Agreement.

ARTICLE XXXIX PERSONAL LEAVE

39.01 Staff employees shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed and shift employees shall earn four (4) hours for each calendar month of service completed, provided the employee has been engaged in active employment at all times during each regular work day and work week scheduled for such employee, except for absence on sick leave due to death in the employee's immediate family or absence due to birth of a child.

39.02 Employees may carry over no more than twenty-four (24) hours of personal leave from one calendar year to the next. Any personal leave in excess of twenty-four (24) hours that is accrued as of December 31st will be converted by the Employer to a cash payment in the first pay period in January of the following year based on the employee's pay rate of December 31st of the previous year.

39.03 Shift employees must use personal leave in segments of not less than four (4) hours. Personal leave must be approved by the Fire Chief or his designee.

ARTICLE XL COMPENSATORY TIME

40.01 Employees shall, at their election, be able to accrue compensatory time at one and one-half (1½) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred twenty (120) hours. Employees may schedule and use a maximum of ninety-six (96) hours of compensatory time per calendar where it results in overtime. Compensatory time that does not result in overtime may be scheduled and used and it will not be charged against the employees ninety-six (96) hours provided it complies with all the requirements of the Compensatory Time SOP.

The Employer and the Union shall meet to discuss the circumstances under which employees can utilize their compensatory time. The use of compensatory time shall be subject to the approval of the Fire Chief or his designee. Upon retirement or termination of employment, all accumulated and unused compensatory time shall be paid to the employee.

ARTICLE XLI SPECIAL TEAMS

41.01 The Employer shall maintain a list of all special team positions and qualifications for each. The list will be posted and updated in advance. Whenever the Employer determines there to be an opening on a special team, the position will be offered to employees based upon qualifications. If employees have equal qualifications, then seniority will prevail. Rank will not

be considered a qualification of any special team. Candidates must agree to serve on the special team for a minimum of five (5) years. In the event an employee leaves a special team prior to the end of the initial five (5) year period or is relieved because of lack of participation, the Employer may require a pro-rated refund of money spent on training that employee.

ARTICLE XLII PERSONNEL FILES, POLYGRAPH TESTING AND LOCKERS

42.01 The Union acknowledges the Employer's right to maintain personnel files for administrative purposes. The Employer agrees to notify and give any member the right to attach an explanation or rebuttal to any negative information the Employer included in the file.

42.02 The Union acknowledges the Employer's right to conduct polygraph testing as part of an on-going investigation, provided that the questions are limited to the matter being investigated and the investigator has sufficient reason to believe the member was involved. Any complaint must be written, signed and dated by the person making it. The subject has the right to review the complaint(s) and has the right to two (2) business days to consult an attorney prior to the polygraph test being given. The use of polygraph results will be for corroboration purposes only.

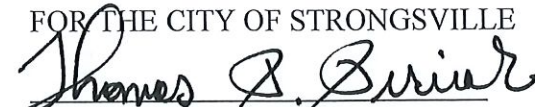
42.03 It is understood that lockers are City property and subject to administrative searches. Whenever possible, the employee must be given the opportunity to be present for the search, along with a witness of his choosing. Locked containers are not subject to search under this provision without a signed statement indicating the reason for suspicion.

ARTICLE XLIII DRUG/SUBSTANCE TESTING


43.01 All employees are subject to the Employer's Drug/Substance Testing Policy, a copy of which is contained in the City's Policy Manual which is maintained in the offices of the Director of Human Resources and the Fire Chief.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this _____ day of **January, 2022**.

FOR THE CITY OF STRONGSVILLE


Thomas P. Perciak, Mayor

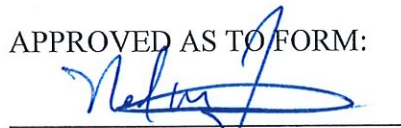
FOR THE UNION


John Douglas, President, IAFF #2882

John D. Draves, Fire Chief

Matt Kasza, Vice President, IAFF #2882

APPROVED AS TO FORM:



Neal M. Jamison, Law Director

Dave Haffner, Negotiator, IAFF #2882



Stephen F. Kilo
Director of Human Resources

Paul Noel, Negotiator, IAFF #2882

2182-18-05



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-232-7400. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-232-7400 to request a copy.

Important Questions		Answers	Why This Matters:
What is the overall <u>deductible</u> ?		\$100/single, \$200/family Tier 1 Provider \$350/single, \$700/family Tier 2 Provider \$500/single, \$1000/family Tier 3 Provider	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?		Yes. Certain preventive care and all services with copayments are covered and paid by the <u>plan</u> before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?		No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?		Coinsurance Limit: \$0/single, \$0/family Tier 1 Provider \$750/single, \$1,000/family Tier 2 Provider \$1,250/single, \$1,500/family Tier 3 Provider Out-of-pocket Limit: \$1,100/single, \$1,700/family Tier 1 Provider \$1,100/single, \$1,700/family Tier 2 Provider \$1,750/single, \$2,500/family Tier 3 Provider	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?		Certain <u>specialty drugs</u> , <u>cost sharing</u> for <u>prescription drugs</u> , <u>premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .

Will you pay less if you use a <u>network provider</u> ?	Yes, See MedMutual.com/SBC or call 800-232-7400 for a list of participating providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. Services with copayments are covered before you meet your deductible, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Tier 1 Provider (You will pay the least)	Tier 2 Provider (You will pay more)	Tier 3 Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Other practitioner office visit (Chiropractic)	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Other practitioner office visit (Acupuncture)		Not Covered		Excluded Service
	<u>Preventive care/ screening/ immunization</u>	No charge	No charge	20% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your provider if the services you need are <u>preventive</u> . Then check what your plan will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray)	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Diagnostic test</u> (blood work)	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No charge after deductible	10% <u>coinsurance</u>	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Tier 1 Provider (You will pay the least)	Tier 2 Provider (You will pay more)	Tier 3 Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at</p>	Drug Out of Pocket Limit - Single	\$1,500	Does Not Apply	Does Not Apply	None
	Drug Out of Pocket Limit - Family	\$3,000	Does Not Apply	Does Not Apply	None
	Generic Copay - In House Pharmacy	\$10 (1 - 30 day supply); \$20 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Southwest General Pharmacy
	Preferred brand copay - In House Pharmacy	\$15 (1 - 30 day supply); \$30 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Southwest General Pharmacy
	Non-preferred brand copay - In House Pharmacy	\$30 (1 - 30 day supply); \$60 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Southwest General Pharmacy
	Generic copay - retail Tier 1	\$20 (1 - 30 day supply)	Does Not Apply	Does Not Apply	Retail <u>Network</u>
	Generic copay - home delivery Tier 1	\$40 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Mail Order
	Preferred brand copay - retail Tier 2	\$30 (1 - 30 day supply)	Does Not Apply	Does Not Apply	Retail <u>Network</u>
	Preferred brand copay - home delivery Tier 2	\$60 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Mail Order
	Non-preferred brand copay - retail Tier 3	\$60 (1 - 30 day supply)	Does Not Apply	Does Not Apply	Retail <u>Network</u>
	Non-preferred brand copay - home delivery Tier 3	\$120 (31 - 90 day supply)	Does Not Apply	Does Not Apply	Mail Order
	<u>Specialty drugs</u>	Applicable drug tier copay applies or the max of any available manufacturer-funded copay assistance.	Does Not Apply	Does Not Apply	None

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Tier 1 Provider (You will pay the least)	Tier 2 Provider (You will pay more)	Tier 3 Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge after deductible	10% coinsurance	20% coinsurance	None
	Physician/surgeon fees (Outpatient)	No charge after deductible	10% coinsurance	20% coinsurance	None
	Emergency room care		No charge		None
If you need immediate medical attention	Emergency medical transportation	No charge after deductible	10% coinsurance	20% coinsurance	None
	Urgent care	No charge after deductible	10% coinsurance	20% coinsurance	None
	Facility fee (e.g., hospital room)	No charge after deductible	10% coinsurance	20% coinsurance	None
If you have a hospital stay	Physician/ surgeon fee (inpatient)	No charge after deductible	10% coinsurance	20% coinsurance	None
	Outpatient services	Benefits paid based on corresponding medical benefits			None
	Inpatient services	Benefits paid based on corresponding medical benefits			None
If you are pregnant	Office visits	No charge	No charge	20% coinsurance	Cost sharing does not apply to certain preventive services. Depending on the type of services, copay, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge after deductible	10% coinsurance	20% coinsurance	(Prenatal Visits are covered at no charge with in-network providers)
	Childbirth/delivery facility services	No charge after deductible	10% coinsurance	20% coinsurance	None

[For more information about limitations and exceptions, see the [plan](https://www.MedMutual.com/SBC) or policy document at [MedMutual.com/SBC](https://www.MedMutual.com/SBC).]

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Tier 1 Provider (You will pay the least)	Tier 2 Provider (You will pay more)	Tier 3 Provider (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge after deductible	10% coinsurance	20% coinsurance	None
	<u>Rehabilitation services (Physical Therapy)</u>	No charge after deductible	10% coinsurance	20% coinsurance	(10 visits ten Medical Review, combined with Occupational Therapy and Chiropractic-Professional; unlimited Institutional)
	<u>Habilitation services (Occupational Therapy)</u>	No charge after deductible	10% coinsurance	20% coinsurance	None
	<u>Habilitation services (Speech Therapy)</u>	No charge after deductible	10% coinsurance	20% coinsurance	(10 visits, then Medical Review - Professional; unlimited - Institutional)
	<u>Skilled nursing care</u>	No charge after deductible	10% coinsurance	20% coinsurance	None
	<u>Durable medical equipment</u>	No charge after deductible	10% coinsurance	20% coinsurance	None
	<u>Hospice services</u>	No charge after deductible	10% coinsurance	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	No charge	No charge	20% coinsurance	None
	Children's glasses		Not Covered		Excluded Service
	Children's dental check-up		Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Dental Care (Adult)
- Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or ccio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-232-7400.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

----- To see *examples of how this plan might cover costs for sample medical situations*, see the *next section*-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

[For more information about limitations and exceptions, see the plan or policy document at MedMutual.com/SBC.]

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$170

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-232-7400.

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$720

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible \$100
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$110

The plan would be responsible for the other costs of these EXAMPLE covered services.

Multi-Language Interpreter Services & Nondiscrimination Notice



This document notifies individuals of how to seek assistance if they speak a language other than English.

Spanish

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-382-5729 (TTY: 711).

Chinese

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-382-5729 (TTY: 711)。

German

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-382-5729 (TTY: 711).

Arabic

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-382-5729 رقم هاتف الصم والبكم (711).

Pennsylvania Dutch

Wann du Deitsch schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-382-5729 (TTY: 711).

Russian

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-382-5729 (телетайп: 711).

French

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-382-5729 (ATS: 711).

Vietnamese

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-382-5729 (TTY: 711).

Navajo

Díí baa akó nínízin: Díí saad bee yánílti' go Diné Bizaad, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, kójj' hódíílnih 1-800-382-5729 (TTY: 711).

Oromo

XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-382-5729 (TTY: 711).

Korean

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-382-5729 (TTY: 711)번으로 전화해 주십시오.

Italian

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-382-5729 (TTY: 711).

Japanese

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-382-5729 (TTY: 711) まで、お電話にてご連絡ください。

Dutch

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-382-5729 (TTY: 711).

Ukrainian

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-382-5729 (телетайп: 711).

Romanian

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-382-5729 (TTY: 711).

Tagalog

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-382-5729 (TTY: 711).

QUESTIONS ABOUT YOUR BENEFITS OR OTHER INQUIRIES ABOUT YOUR HEALTH INSURANCE SHOULD BE DIRECTED TO MEDICAL MUTUAL'S CUSTOMER CARE DEPARTMENT AT 1-800-382-5729.

Nondiscrimination Notice

Medical Mutual of Ohio complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex in its operation of health programs and activities. Medical Mutual does not exclude people or treat them differently because of race, color, national origin, age, disability or sex in its operation of health programs and activities.

- Medical Mutual provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters, and written information in other formats (large print, audio, accessible electronic formats, etc.).
- Medical Mutual provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services or if you believe Medical Mutual failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, with respect to your health care benefits or services, you can submit a written complaint to the person listed below. Please include as much detail as possible in your written complaint to allow us to effectively research and respond.

Civil Rights Coordinator

Medical Mutual of Ohio
2060 East Ninth Street
Cleveland, OH 44115-1355
MZ: 01-10-1900

Email: CivilRightsCoordinator@MedMutual.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

- Electronically through the Office for Civil Rights Complaint Portal available at:
ocrportal.hhs.gov/ocr/portal/lobby.jsf
- By mail at:
U.S. Department of Health and Human Services
200 Independence Avenue, SW Room 509F
HHH Building
Washington, DC 20201-0004
- By phone at:
(800) 368-1019 (TDD: (800) 537-7697)
- Complaint forms are available at:
hhs.gov/ocr/office/file/index.html

Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or Consumers Life Insurance Company.

MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding is entered into between the City of Strongsville (Employer) and the Strongsville Firefighters Association, IAFF Local 2882 (Union) and sets forth the following acknowledgments, understandings and agreements:

The Employer and Union continue to agree to be bound by the promotional procedures arbitration decision issued by Dr. Dennis Byrne except that they agree to modify the requirement of that portion of the award that "any and all documents related to the testing, grading and evaluation of promotional applicants must be maintained as a public record for examination" to permit testing companies which give promotional examinations for Strongsville Fire the right to protect the confidentiality, trade secret, uniqueness and/or private nature of the tests and to keep them from becoming a public record. The Memorandum of Agreement acknowledges that the Employer and the testing companies are not waiving trade secret or confidentiality protection. Further, this Memorandum acknowledges that the Employer may have input in providing testing companies information, however, the parties acknowledge and agree that the City does not develop or oversee the content of the promotional examinations conducted by private testing companies. Accordingly, the parties acknowledge and agree the Promotional Procedures are hereby modified to include the following language regarding test results and scores as follows:

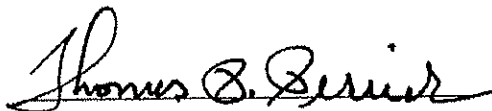
"For a period of time as defined in the protest period contained in the Strongsville Civil Service Regulations after the administration of that portion of the examination (protest period), assessment results or scores shall be open to review only by the candidates taking the test for the applicable position. At the end of the protest period, all originals and copies of the written exam, oral exam, and/or assessment exercises, other than the final grades, shall be returned to the testing company and will not be retained by the City. "Review" does not include copying any of the testing materials or cross referencing the questions to reference material. All reviews will be done in the presence of the Civil Service Commission, its secretary or an individual designated by the Civil Service Commission."

19th This Memorandum of Understanding is entered into by and between the parties this day of September, 2006.

FOR THE STRONGSVILLE
FIREFIGHTERS, IAFF LOCAL 2882

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FOR THE CITY OF
STRONGSVILLE



STRONGSVILLE FIRE DEPARTMENT – STANDARD OPERATING PROCEDURES	
SUBJECT: Fitness Training	S.O.P.: 3.4.0
	Page :1 of 2
CATEGORY: Safety and Wellness	SUBCATEGORY: Health and Wellness
APPROVED BY: <i>John D. Thomas</i> Chief of Fire	EFFECTIVE DATE: July 15, 2009 REVISED: December 13, 2017
FORMS REQUIRED: None	

Purpose:

To provide the employees of Strongsville Fire & Emergency Services with a designated time for voluntary on-duty fitness activities that encourage firefighter health and wellness.

General:

The basic duties of a firefighter require above average muscular strength, endurance and agility. Goals of fitness training include:

1. Reduction of the frequency and severity of injuries;
2. The promotion of good health and longevity;
3. Improving physical strength, flexibility, and cardiovascular endurance

Procedure:

1. On-duty fitness training is currently a voluntary program.
2. All department employees can benefit by participating in a regular exercise program. To encourage participation, employees assigned to shift work have the option to begin fitness training at the designated time of 1500 hrs.
3. While this dedicated workout time is established for Strongsville Fire & Emergency Services, and the Department will endeavor to honor this designated period, it is important to remember that our first priority is to provide emergency and then non-emergency service to our community in a safe and efficient manner.
4. Additionally it is also recognized that some work details are high priority and develop without notice and must be addressed in a timely manner as well as some work details once engaged must be completed for best efficiency.
5. Officers shall plan the work day so that employees choosing to participate in fitness training can begin as close to 1500 hrs.as practical.
6. Employees not engaging in fitness activity shall continue with work assignments.

SUBJECT: Rapid Intervention Team (R.I.T.) Deployment	S.O.P.: 3.3.16 Page :2 of 2
CATEGORY: Safety and Wellness	SUBCATEGORY: Endangered Firefighters

7. Staff employees will be permitted to exercise during their work day as approved by the Fire Chief and/or his designee.