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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CLEVELAND

AND

CLEVELAND FIRE FIGHTERS, LOCAL 93

Effective April 1, 2022 through March 31, 2025

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ARTICLE 1  
RECOGNITION

The Union is recognized as the sole and exclusive representative for the following job classifications for bargaining with respect to rates of pay, wages, hours, benefits, other conditions of employment and grievances of employees in the bargaining unit subject to R.C. 4117.03 A (5).

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

Fourth (4<sup>th</sup>), Third (3<sup>rd</sup>), Second (2<sup>nd</sup>) and First (1<sup>st</sup>) Grade Fire Fighter  
Lieutenant  
Captain  
Battalion Chief  
Assistant Chief, except the Assistant Chief serving as the Executive  
Officer to the Chief

ARTICLE 2  
MANAGEMENT RIGHTS

Except as expressly limited by the terms of this Contract any and all rights concerned with the management of the Division of Fire are the exclusive and sole responsibility of the City. It is further recognized that the City has the right to:

- (a) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology and organizational structure;
- (b) Direct, supervise, evaluate or hire employees and to determine when and under what circumstances a vacancy exists;
- (c) Maintain and improve the efficiency and effectiveness of governmental operations;

(d) Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted;

(e) Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;

(f) Determine the adequacy of the work force;

(g) Determine the overall mission of the City as a unit of government;

(h) Require employees to use or refrain from using specified uniforms or other tools of duty;

(i) Privatize or subcontract services, provided that prior to any privatization or subcontracting the City shall meet and confer with the Union. Where the City's primary objective is to achieve financial economy, improved operating efficiency, and/or better quality of service, the Union shall have the right to make an offer of a competitive alternative. If that alternative yields financial savings, improved operating efficiency and/or better quality of service genuinely equivalent to or greater than those the City can achieve through privatization or subcontracting, the City will accept the Union's alternative.

(j) Effectively and efficiently manage the workforce; and,

(k) Take actions to carry out and implement the mission of the City as a unit of government.

The City reserves the right to implement new or revised existing policies which do not conflict with the express terms of this Contract.

The setting forth of Management rights does not affect the right of the Union to negotiate on wages, hours, conditions of employment and benefits in the next Agreement. The parties

acknowledge that during the negotiations which resulted in this Contract each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or regulation from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Contract. Therefore, the parties voluntarily waive the right to demand new proposals on any subject or matter, not included herein, during the term of this Contract, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subjects -- including, but not limited to, those enumerated above -- reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement.

ARTICLE 3  
CHECK-OFF

The City will deduct regular initiation fees, monthly dues and fair share fees from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature; provided that:



(a) An employee shall have the right to revoke such authorization by giving written notice to the City and Union during the month of March of any year or upon the expiration of this contract and only after signing the Union withdrawal form and submitting a copy to the Union.

(b) The City's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization as set forth in Section (a) above, or upon transfer to a job classification outside the bargaining unit.

(c) The Union will indemnify and save the City harmless from any action growing out of deductions hereunder and commenced by an employee against the City (or the City and Union jointly).

(d) The City will not make any deductions for dues and/or initiation fees for any employee organization, except as are provided by court orders in effect on the day of execution of this agreement.

(e) The Union must provide the City with at least thirty (30) days advance notice of any change in any voluntary contribution amounts.

#### ARTICLE 4 SENIORITY

The Fire Department shall establish a seniority list by rank which shall be brought up to date on the request of Local 93. The City agrees to provide an updated seniority list to the Local electronically on a monthly basis.

Firefighters in a Unit (defined as a payroll unit) shall pick shifts in their Unit, and Battalion Chiefs, Company Officers and Rovers shall pick shifts per past practice, prior to selection of vacations and personal days. All selections shall be by rank and seniority and shall be chosen by

November 1<sup>st</sup> for the following year. Shifts shall be balanced and assigned as prescribed in Section A of this Article, and special days and cycle days shall be selected, balanced and assigned as prescribed in section B of this Article.

All vacation selections shall be by rank and seniority and shall be chosen by December 15<sup>th</sup> for the following year.

With the approval of the Chief or an Assistant Chief, a shift selection within the Unit or Battalion may be changed by a Company, Unit Commander or Battalion Commander where a discipline or morale problem must be solved, or for efficient operation of the Unit or Battalion.

#### Scheduling Balancing

##### A. Shifts:

1. The total number of personnel assigned to suppression will be equally divided among the three shifts (A, B, C). The ACO will have the authority to deviate from the equal distribution of initial shift assignments for efficient operations of the Division. (FDC and FIU (24 hours) and BEAM will be balanced within the unit).

2. Within each Company, shift assignments will balance within one (1).

##### B. Special and Cycle Days:

1. Special Day selections will be balanced per shift based on city-wide seniority in the following manner, with the exception of all specialized units which will be balanced within the unit so that no Special Day exceeds another by more than one (1).

i. For the purposes of Special and Cycle Day selection, Assistant Chiefs and Battalion Chiefs will be considered as equal rank.

ii. Captains will be considered one rank.

iii. Lieutenants will be considered one rank.

iv. Firefighters will be considered one rank. (Example: The maximum number of one rank permitted to be on a special day on any given day will be determined by taking the number assigned to a shift (city-wide) and dividing that number by seven (rounding up)).

v. Special Days will be assigned by City-wide seniority within rank to balance within one (1).

vi. The maximum number of persons on any shift of a company permitted to have the same special day will be two (2).

2. Cycle Days: The maximum number of persons permitted to be on a cycle day will be determined by dividing the number of Special Days by 3 (rounding up). All specialized units will be balanced within the unit so that no CD exceeds another by more than one (1).

i. Cycle Days will be assigned by city-wide seniority within rank to balance within one (1).

3. The ACO will assign the selections based on the submission of the selection form provided by the Division. Any incomplete or inaccurate forms will be amended at the discretion of the ACO.

4. When Special Day and Cycle Day selections become unbalanced due to separations, transfers, injuries or illnesses, the ACO will have the authority to assign and change the Special and Cycle day selection of the least senior firefighters, on each shift of each company. Thirty (30) days' notice will be given prior to changing any assignments.

C. Transfer:

1. For transfers that occur after shift selection and prior to the subsequent process, the Division will post the vacancy identified by a Shift, Special Day and Cycle Day selection. The ACO will determine the Shift, Special Day and Cycle Day to be posted. A member requesting a transfer will assume those selections until the next cycle city-wide selection process.

2. The member may select vacation from dates open on the vacation leave unit calendar, or as approved by the ACO.

D. The Division has the right to modify the selection process regarding shifts, special days, cycle days and vacations to an electronic format and will notify Local 93 at least thirty (30) days prior to implementation.

If death, transfer or retirement causes vacancies in any of the above areas during the year, said vacancies shall be occupied by seniority selection within the payroll Unit.

E. The Seniority List shall be used whenever called for by specific articles and sections of this Contract and in such other cases as may be agreed upon by the City and the Union.

## ARTICLE 5 TRANSFERS

### A. Conditions of Transfer System

1. All new vacancies (resulting from death, promotion, retirement, separation from service or creation of new positions) prior to being filled, shall be published by ranks with the qualifications required for the jobs within thirty (30) days of the creation of the vacancy.

When the Chief of the Division has cause to believe a specific position will be vacated, based on a direct communication from the employee, he may post that position as an anticipated opening. The Union will be notified of any such posting. The transfer process for an

anticipated opening will be consistent with other provisions of the contract for the specific position. Upon receipt of transfer to an anticipated opening, the member shall be transferred to the position on an interim basis. The transfer to an anticipated opening shall not exceed 126 days. In cases where the anticipated vacancy becomes void, the City shall not re-post it as an anticipated vacancy. If the anticipated opening is not vacated, the member who received the interim transfer will be returned to their original assignment. Once the position is vacated, the member receiving the interim transfer shall be permanently transferred to that position in accordance with all the applicable provisions of the contract. Upon completion of the permanent transfer the Division will have fulfilled any obligation to post the vacancy.

In cases where a member who has been temporarily promoted, separates from service or is promoted permanently, the position he/she is presently assigned to by way of the transfer process set forth in Article 5, as well as the position they are holding in the permanent Civil Service rank, will both be posted for transfer.

2. Vacancies shall be filled from the transfer request(s) submitted and on file in the Fire Personnel Office ninety (90) days after posting. The Chief of the Department may fill up to twenty-five (25) vacancies by transfer without regard to the following procedure.

3. The remainder of the vacancies shall be filled on the basis of seniority numbers, as shown on the transfer requests, on file in the Fire Personnel Office, with the senior qualified employee having preference.

4. Apprentice Firefighter-Medics may be assigned to vacancies. Firefighter-Medics shall be assigned to the Fire Training Academy for such training as required by the Division of Fire. Upon successful completion of Cadet Training, Apprentice Firefighter-Medics

shall be assigned to a Company or Unit by the Chief. Apprentice Firefighter-Medics shall be transferred twice more at reasonable intervals during the three and one-half (3-1/2) year Apprenticeship Program.

5. All newly promoted officers may be appointed to a company or unit at the discretion of the Chief and they shall be ineligible to submit a transfer request for a period of one (1) year without special permission from the Chief.

6. Specialized units include the following: Fire Investigation Unit (FIU), Technical Rescue 1, Bureau of Equipment and Apparatus Maintenance (BEAM), Bureau of Emergency and Rescue Services (BEARS), Bureau of Communications/Fire Dispatch Center (BOC/FDC), Hazardous Materials Unit (HAZ-MAT), Fire Prevention Bureau Hazmat, and any other unit which requires specialized training and/or expertise providing it is mutually agreed upon by administration (Chief and City) and the Union (Local 93). The City shall develop and post the qualifications for all specialized units' positions. Transfer of employees may be exempt from the regular procedure where special expertise or unsuitability makes an exemption necessary as determined by the Chief. In selecting members for these units (e.g. Fire Investigation Unit), the Chief may take into consideration individual capabilities such as foreign language and other special qualifications, provided that where all such qualifications are relatively equal, employees shall be selected on the basis of seniority. Where special training is required, employees who receive such special training may be required to remain in the specialized unit for which the training has been given for three (3) years, at the discretion of the Chief.

7. Employees who transfer into a Specialized Unit at their request shall be required to remain in that Unit for three (3) years before being eligible to submit another transfer

request. Any exceptions to this rule must be approved by the Chief. All transfers into Specialized Units shall include an initial training and orientation detail which shall last for sixty-three (63) days unless the detail is terminated or extended by mutual agreement of the Chief and the Union.

8. Employees who are transferred at their request in accordance with paragraph 3 of this section shall not be eligible to submit another transfer request for a period of six (6) months unless special permission is received from the Chief. This six-month time period shall commence the final day of the transfer posting period.

9. When a position is posted and no requests are received, the Chief may administratively transfer the least senior qualified employee in the appropriate rank. Once an employee has been transferred under this clause they cannot be reassigned to the same position using this clause after a period of fifteen (15) months has elapsed from the original transfer. Members who have received transfers pursuant to the least senior qualified clause and who have not otherwise transferred out of the position in accordance with applicable provisions of this contract, may after a period of fifteen (15) months elect to revert back to their company or unit assignment at the time the least senior qualified transfer was effectuated. This election must be exercised within thirty (30) days of the completion of the 15-month period. Members exercising this provision shall initially be assigned shift, special, and cycle days by the ACO for the balance of the calendar year. Thereafter, members shall pick the above in accordance with Article 4. In the case of officers, the Chief may transfer any "Rover" officer of appropriate rank to the opening.

10. Details shall be for a maximum duration of sixty-three (63) days, after which the position, if continued, should be posted for transfer according to terms of the contract. Details can be extended by mutual agreement of the Chief and Union.

The Chief shall notify the Union in writing of all 63-day details, identifying the detailed members and the anticipated starting and ending dates of the details.

B. Transfer Requests

1. Transfer requests shall be submitted to the Fire Chief for each position requested using the most current format identified by the Division. Transfer requests shall be submitted in a manner outlined by the Chief, such that it provides for a process that maintains confidentiality of the request prior to the designated opening of the requests. The member is responsible to insure their request is received at headquarters prior to the time and date identified in the posting. No late transfer requests will be accepted.

2. The Division will open and validate all requests with a designee of the Local 93 Executive Board present at a time and date mutually agreeable as soon as possible after the posting has closed.

3. Any transfer automatically cancels remaining requests. Requests for transfers shall expire once the posted position has been filled.

4. A member wishing to cancel a transfer request prior to opening shall submit a written request to the Chief of Division. The Division shall notify the Local of the request to cancel the transfer request prior to the opening of the requests.

5. Transfer for medical reason may be an exception to this Article. Transfer requests for medical reasons must so state and must have medical verification attached. This type of transfer must be approved by the Chief and the Union.



C. Specialized Incentive Pay Positions

There shall be not fewer than five (5) and not more than ten (10) specialized incentive pay positions within the Division of Fire. Such positions shall receive incentive pay in the amount of 8% above the members' regular base pay. Incumbents of the specialized, incentive pay positions existing on September 30, 2014, shall continue receiving incentive pay in the amount of 16% for as long as they are assigned to such incentive pay positions.

If, and when, additional specialized incentive pay positions are established, each such position(s) shall thereafter be maintained for not less than two (2) years after creation, after which the Chief may establish a different incentive pay position(s), provided all of the following conditions are met: not less than sixty (60) days advanced written notice is provided to members of the Division of such decision; that not less five (5) and not more than ten (10) specialized incentive pay positions at 8% above base pay are maintained; that upon request, any incumbent of a specialized incentive pay position that is eliminated by the Chief be provided with the reasons for such in writing .

The Chief shall fill vacancies in specialized incentive pay positions per his discretion based on a review of the member's qualifications.

D. Fire Prevention Bureau Premiums

Members who are permanently assigned to the Fire Prevention Bureau will receive a three percent (3.0%) increase in their base pay upon obtaining any of the following:

1. State FPI license. Members obtaining their interim FPI license will be eligible for the 3.0% pay increase as an interim FPI for up to two years. Any member who has received a 3.0% pay increase for their interim FPI license for two years must have earned their

permanent license within that two year period or they will no longer receive the 3.0% pay increase. Each member is allowed only one, two year period of pay increase for an interim FPI license. Members must comply with all continuing education requirements and renew their license as required by the State of Ohio. Failing to maintain a FPI license or a reassignment out of the FPB will result in the member losing the 3.0% pay increase.

Satisfying Fire Protection Inspector premium requirements. Member must satisfy all of the following:

- Successfully obtain State of Ohio Certified Fire Safety Inspector certification.
- Successfully pass State of Ohio Code Academy.
- Successfully pass two (2) State Fire Protection Inspector certification tests.

2. **FPPE license.** Members obtaining their interim FPPE license will be eligible for the 3.0% pay increase for up to two years. Any member who has received a 3.0% pay increase for their interim FPPE license for two years must have earned their permanent license within that two-year period or they will no longer receive the 3.0% pay increase. Each member is allowed only one, two year period of pay increase for an interim FPPE license. Members must comply with all continuing education requirements and renew their license as required by the State of Ohio. Failing to maintain a permanent FPPE license or reassignment out of the FPB will result in losing the 3.0% pay increase.

Satisfying Plans Examiner premium requirements. Member must satisfy all of the following:

- Successfully obtain State of Ohio Certified Fire Safety Inspector certification.
- Successfully pass State of Ohio Code Academy.

- Successfully pass State Fire Protection Plans Examiner certification.

3. Haz-Mat Tier 1. Members obtaining Haz-Mat Tier 1 will be eligible for the 3.0% pay increase. Member must satisfy all of the following:

- Successfully obtain Certified Fire Safety Inspector certification.
- Successfully obtain Hazardous Materials/Weapons of Mass Destruction Technician certification.
- Successfully obtain HMO/HMSO (HAZMAT Officer & HAZMAT Safety Officer) certification.
- Successfully complete Hazardous Materials Sampling & Monitoring (HT PER-261) course conducted by the Center for Domestic Preparedness (Anniston, Alabama).

4. Haz-Mat Tier 2. Members obtaining Haz-Mat Tier 2 will be eligible for the 3.0% pay increase. Member must satisfy all of the following:

- Successfully obtain BUSTR – Bureau of Underground Storage Tank Regulations Inspector certification.
- Successfully complete Microscope Class (704) Microne Group, through Hooke College.
- Successfully complete Weapons of Mass Destruction Radiological/ Nuclear/ Hazardous Materials Technician Course – PER 241 (Nevada).
- Successfully complete IRTB PER-231-1 Initial Response Terrorist Bombing Course (Socorro, New Mexico).

Members shall be eligible for up to two (2) three percent (3.0%) premiums (6.0% total) for satisfying two (2) or more of numbers 1 through 4 of this paragraph. To maintain eligibility for the premium(s), the member must be assigned to the Fire Prevention Bureau and, where applicable, maintain the certification or licensure where renewal is required. Employees assigned to the Fire Prevention Bureau earning an 8.0% specialized incentive will be eligible for only one 3.0% premium upon satisfaction of one or more of the above four categories.

ARTICLE 6  
VACANCIES - PROMOTIONS

All promotions shall be made as outlined in the Civil Service Commission as mandated by the Civil Service rules and nothing herein shall be deemed to be repugnant to the Civil Service rules except that any vacancies created prior to the expiration of any current promotional eligibility lists shall be filled by promotions from said promotional eligibility lists. Promotions shall be made within 120 days of the creation of a vacancy, including cases where said promotional eligibility lists might expire during the 120 day window to effectuate such promotions. The City agrees that back-fill promotional vacancies exist and are created contemporaneously with originating vacancies. Where a vacancy is created in the Chief of Division position, back-fill vacancies in all lower ranks shall also be filled not later than 120 days after the Chief of Division vacancy.

It is the intent of the parties to this Contract that where alternatives or discretion exists on the part of the appointing authority, that such discretion, choice, or selection shall be governed by objective standards and rules of reason. Disqualification on any promotion may constitute a grievance and shall be processed in accordance with the Grievance Procedure, and the Grievance Procedure shall be the sole avenue of appeal for questions concerning disqualification.

Temporary Promotions: The City is committed to the timely administration and processing of promotional examinations. In cases where active promotional lists are not in place, the City will implement temporary, seniority-based promotions for vacancies in the promoted ranks. All such promotions shall be by Division-wide seniority from the rank immediately below/subordinate to the rank in which the vacancy(ies) exist. Such promotions are not to be considered permanent, and will expire upon the promotion(s) of members to said vacancies from valid regular promotional lists.

Upon the promotion of permanent promotees to affected vacancies, the former temporary promotees shall revert to their previous rank, assignment and seniority position. Temporary promotees shall be eligible to take civil service examinations for the rank they temporarily hold but shall be ineligible to test for ranks superior to their temporary rank, except as otherwise provided by civil service rules.

Temporary promotees shall not be eligible to submit transfer requests for their permanent rank, but shall be permitted to submit transfer requests (in accordance with applicable provisions of this contract) for the temporary rank they hold; provided, however, that as stated above, all temporary promotees will revert to their former assignment upon promotion of permanent promotees.

In cases where a temporary promotee receives a permanent promotion by way of regular civil service examination, such member shall be ineligible for back-pay during the period he/she was temporarily promoted but shall be eligible for back-pay for any other time period germane to the vacancy which was the basis for their permanent promotion. Similarly, members receiving permanent promotions who had not received temporary promotions shall receive all back-pay

germane to the vacancy that serves as the basis for their promotion irrespective of the fact a temporary promotion may have been made.

A temporary promotee may rescind his/her temporary promotion with written notice and shall immediately revert to his/her previous rank, assignment and seniority position as described above.

## ARTICLE 7 HOURS OF DUTY

### A. Hours of Duty

Except in the case of emergencies, eight (8) hours shall constitute a normal day's work and not to exceed forty (40) hours shall constitute a normal week's work for any Firefighter or ranking officer in the Division of Fire, except as follows: for personnel assigned to the Bureau of Equipment and Apparatus Maintenance, Engine Companies, Hook and Ladder Units, the Arson Squad and the Rescue Squads, the normal work week shall consist of one (1) twenty-four (24) consecutive hour shift, followed by forty-eight (48) consecutive hours off work with an additional twenty-four (24) consecutive hours off work once every three (3) weeks so that no person shall average more than forty-eight (48) hours per week within said three (3) week period.

Effective January 1, 2019, management reserves the right to modify the length of shifts and the workweek in the Fire Dispatch Center.

Employees transferring into the F.I.U. at their request will be required to successfully complete the curriculum at the Cleveland Police Academy. Upon completion of the police academy, the employee shall serve a six (6) month training period which will include the employee being assigned to the office and the 24-hour car. Any assignment of the trainee to the 24-hour car

during the training period shall be with another member of the FIU. Having completed the above, employees assigned to the F.I.U. shall make annual shift selections as described in Article 4, choosing either a twenty-four (24) hour (A, B, C) shift or a forty (40) hour (day) shift.

Effective January 1, 1988, one (1) additional twenty-four (24) consecutive hour shift off work once in every nine (9) weeks shall be incorporated into the schedule resulting in a total of four (4) additional twenty-four (24) consecutive hour shifts off every nine (9) weeks in accordance with the example attached as Appendix A.

Notwithstanding the language in Section A, above, the present practice involving the lengths of shifts in the FIU, BEARS, BEAM and the Storeroom, will continue for the duration of this agreement. The City will not be considered in violation of Article 7, Section A, with respect to these units as long as the present practice with respect to shift lengths is maintained.

Non-fire suppression personnel of the Division shall be allowed to work "flex schedules" when such scheduling is agreeable to the Union and the City.

B. Morning Overtime

Members responding to an alarm which extends into the last thirty (30) minutes of their shift shall receive one (1) hour pay. Members responding to an alarm which extends past their shift shall be paid one and one-half (1-1/2) hours pay. Morning overtime shall be accumulated for annual payment on or before December 21st of each year. This will be in the form of a check.

It will be the responsibility of the company commander to keep an accurate record of this overtime.

C. Holdover Time (not for alarm)

In cases where a holdover at change of shift is needed due to reasons other than a Firefighter's being at an alarm, the following procedure shall be followed:

1. An employee who will be late for the start of his shift must report to his immediate supervisor prior to the start of the shift and tell the supervisor when he will arrive on duty. A late employee may request an employee on the shift to hold over for a certain period of time not to exceed two (2) hours, unless approved by the Bn. Commander. If a trade is agreed upon, a memorandum of it shall be executed. In such trade situations, the City will have no obligation to reduce the pay of the late Fire Fighter or increase the pay of the Fire Fighter who is holding over, but if no trade is arranged, the late employee shall be docked and the held over employee paid. Employees frequently arriving late may be subject to discipline.

2. Where a Fire Fighter calls in and reports that he/she will not be coming in at all, the Company Commander may direct a Fire Fighter to hold over until a replacement can be found. Such hold over time will be paid at one and one-half (1-1/2) times the Fire Fighter's regular straight time rate of pay for the extra time actually worked. It will be paid in the same manner as overtime.

D. Overtime

In the event that a need for non-hold over overtime occurs in the Department, overtime shall be voluntary, (except for use of emergency recall procedures by the Chief) and the employee shall be paid time and one-half, (the existing system of part of the compensation being held for future payment shall be continued) but in any event not less than four (4) hours at time and one-half for each occurrence. The City can mandate non-holdover overtime if no volunteers are available. All overtime will be presented by rank seniority lists.



1. The list of those hired will be posted and/or easily accessible by anyone questioning the numbers and/or rotation of same. This will be done at the Assistant Chief office.

2. The Union and the City agree that all other overtime procedures will be set forth in an Overtime Policy (see Attachment 2). The parties may, by mutual agreement, amend this Policy as needs or circumstances change, without total ratification pursuant to the procedure set forth in the Overtime Policy.

E. Overtime Payments

Employees eligible for time and one-half will have the option to take all in cash as earned or one (1) hour in cash and one-half (1/2) hour banked as comp time or all in comp time subject to limitations of F.L.S.A.

F. Overtime Buy Out

Effective in 2023, the City shall increase the budget to \$200,000 from which employees in the bargaining unit may cash out their accumulated compensatory time under a formula to be agreed upon between the Union and the City. If the requests exceed in total the budget in each calendar year, then such requests shall be paid on a pro rata basis no later than December 31st of each year.

G. High Rank Overtime

Officers of the rank of Battalion Chief shall be entitled to overtime at time and one-half of their hourly rate for authorized duty beyond their normal forty-eight (48) or forty (40) hours of duty when such duty is in a line capacity where they are directly in command of lower ranked firefighting personnel who are on duty. Where officers of the rank of Battalion Chief have authorized duty over and beyond their normal forty-eight (48) or forty (40) hours of duty which is

of a staff or managerial nature and/or is administrative type work, such overtime hours shall be paid at their straight time hourly rate.

H. Relief at Fire

It shall be the policy of the Fire Department to try to provide relief at any alarm which exceeds four (4) hours and at any other alarm which because of its nature or because of extreme weather conditions dictates such relief. The AC1 shall determine when and if such relief is available.

I. No Pay Loss on Day of Injury

An employee who suffers a compensable injury on the job shall be paid at the straight time base rate for any absence from work during his regular shift on the day of the injury that is authorized in writing by the City's designated medical provider.

J. Hazardous Duty Injury

For up to a maximum of one (1) year, an employee shall maintain his/her regular pay and benefits (except for the accrual of sick leave, which shall not occur during HDI leave) where he/she sustains an injury or a physical illness while responding to and operating at a fire call; fighting a fire; addressing a hazardous incident; responding to and operating at a medical emergency; involved in a traffic accident when en route to, or at the scene of a call; while engaged in training that entails firefighting or hazardous conditions (e.g. technical rescue); or for any other circumstances determined by the Safety Director in his/her sole discretion. An employee on such leave shall not have his accumulated sick time, holidays, accumulated overtime, and vacation days reduced.

Aggravating a prior HDI injury shall not entitle the employee to a new one-year maximum period. Upon request from the employee, the City, within its sole discretion, may extend HDI leave up to an additional ninety (90) calendar days beyond the one-year maximum period.

A Fire Fighter off work longer than thirteen (13) weeks due to hazardous duty injury shall not maintain the right to holiday pay while off work for this reason.

An employee must file an accident report with the Safety Director immediately following the incident or immediately after the discovery of a physical illness or injury arising out of an incident, for determination as to whether said employee qualifies for hazardous duty injury eligibility.

An employee on this injury status is prohibited from engaging in any other employment during any period of time that he/she is receiving hazardous duty injury pay.

The City may require periodic examinations, including a complete medical diagnosis, to determine the continued extent of incapacity and when an employee may be returned to normal duty. If the employee will never return to normal duty, then application shall be made for a disability retirement pension, with a copy of the application provided to the Safety Director.

In responding to an injury that may qualify for HDI, the Safety Director shall determine whether the request for HDI has been approved or denied and shall notify the member of the decision within forty-five (45) calendar days from the date the member submits his/her required documentation to his/her supervisor. If the member is not notified by the Safety Director within forty-five (45) calendar days, and is still on leave, the member will be placed on paid administrative leave beginning with the 46th day until the determination is made or the member returns to duty. If the HDI is ultimately approved, the administrative leave shall be converted to HDI.

While both the City and the Union acknowledge that there are no permanent restricted duty assignments available, the Safety Department may, at its option, designate certain assignments as temporary restricted duty assignments from time to time to which an eligible employee may be assigned. The assignments of said employees are the sole responsibility of the Employer based upon the medical bureau's examination results.

Injuries which are incurred by Fire Fighters while they are engaged in supportive duties or work which is incidental to active fire fighter duty are compensable through the Ohio Bureau of Workers' Compensation.

ARTICLE 8  
VACATIONS

A. Vacation Entitlement

Each employee who has completed the indicated period of public employment for the City of Cleveland, or any other public entity as authorized by the Ohio Revised Code Section 9.44, any time during the year in accordance with Fire Department practice shall receive annual vacation as indicated below.

	<u>Employees Who Work</u>		
	<u>8 hour shifts</u>	<u>10 hour shifts</u>	<u>24 hour shifts</u>
After 1 year	10 days	8 days	4 shifts
After 8 years	15 days	12 days	6 shifts
After 12 years	20 days	16 days	8 shifts
After 22 years	25 days	20 days	10 shifts

Public employment includes any time employed by the City of Cleveland, not necessarily as a member of the Division of Fire, providing it was continuous.

Vacation eligibility will be re-established if verified illness causes original vacations to be changed to accumulated sick leave. Whenever vacation eligibility is re-established due to illness,

there shall be strict compliance with the requirement that the sick employee stays at home, or returns home unless hospitalized.

B. Vacation Selection Process - 24 Hour Personnel

The vacation schedule shall be balanced on a “fully-staffed” basis so as to obtain an even distribution of the work force throughout the year provided more senior employees shall be given preference in this process. A joint labor management committee shall be formed to implement this process. The following process shall be utilized for vacation selection.

1. Subsequent to submission of vacation buy out requests, the Chief will determine the number of vacation leave units based on the number of vacation selections of members assigned to that shift (city-wide). The number of leave units may vary from shift to shift depending on the number of vacation selections required. The number will be set at a minimum to allow the members to use their full allotment of vacation selections. The City will work with Local 93 to determine the leave units.

2. Members may request to utilize vacation selections outside of their assigned vacation leave unit. Requests for change of leave shall be granted provided that the daily shift leave entitlement is not exceeded. All requests for changes will be based on seniority.

3. Vacation and personal holiday entitlement shall be combined for each member.

4. Leave selections shall be made by each member of a “leave unit” from among those other members assigned to the same shift within their unit.

5. Leave selections shall be chosen based on each member’s seniority within his respective leave unit and shift.

6. Each member's leave entitlement shall be selected with no one selection totaling more than five (5) consecutive, regularly scheduled work days. Any multiple day selections must be consecutive, regularly scheduled work days. The choice of the first vacation selection will be by rank and seniority in the leave unit until the entire roster has made a selection. The process will be repeated until the leave unit members have exhausted their vacation and personal leave entitlement.

7. The above selection processes shall relate only to a selection of vacation and personal holidays. All other leaves and hours of work provisions shall be governed by those practices currently in effect in the Department.

C. Vacation Deferral

Vacations are to be taken in the year following the year in which they are earned. Unused vacation time may be carried over from one year to the next only with the permission of the Chief of Fire.

ARTICLE 9  
HOLIDAYS

All employees working forty (40) hours per week are entitled to time off with pay for the two (2) personal holidays and the following ten (10) fixed holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Each member assigned to twenty-four (24) hour shifts shall not receive paid time off for any of the foregoing holidays, but instead shall receive an annual payment equal to ten (10) holidays divided by the manning factor (4.26) times twelve (12) hours' pay at one and one-half

(1-1/2) times the member's regular straight-time hourly rate of pay. Firefighters shall also receive two (2) personal holidays.

This holiday payment shall be divided into ten (10) equal parts and one (1) part shall be paid in each pay period containing one of the following holidays – New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day -- in addition to regular salary.

#### ARTICLE 10 TRADES

Trades of time shall be governed by the attached MOU and General Order referenced therein (Attachment 3). The Executive Officer or his designee shall grant the request of any two (2) members of the Company, Battalion or Bureau to exchange time, as long as the two (2) employees are of the same rank and as long as the time block is at least four (4) hours, except for hold over trades. For purposes of this article, Lieutenants and Captains shall be considered equal and apprentice fire fighters, regardless of pay scale, shall be considered equal. The Executive Officer or his designee shall not unduly restrict trading time unless there is disparity in ability between the parties to the trade, which means inability to perform the required tasks. Any disapproval shall be subject to the Grievance Procedure. The exchange of time shall be repaid within one (1) year of the date of the trade.

#### ARTICLE 11 GRIEVANCE PROCEDURE

It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and

responsibilities, both joint and independent, on the part or representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the Grievance Procedure are improper.

A grievance is a dispute or difference between the City and the Union, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Contract, including any and all disciplinary actions, and when any such grievance arises, the following procedure shall be observed. All grievance correspondence shall be sent by electronic mail unless both the City and Union agree otherwise. Grievances involving discipline may be filed at one step above where the discipline was imposed (e.g. Chief's discipline may be filed at Step 2, Director's discipline may be filed at Step 3).

#### Step 1

Except as specified in Step 1-A below, all grievances must be initiated in writing within fourteen (14) calendar days after the event giving rise to such grievance. The grievance shall be signed and dated by the Union President or Acting President, provided that in cases where a member of the bargaining unit is filing the grievance on his or her own behalf (i.e., the Union is not filing the grievance on the member's behalf) a grievance shall be signed by such member.

In cases of grievances filed by the Union, the Chief, Acting Chief, or Executive Officer shall meet with the Union within fourteen (14) calendar days to resolve the grievance. At the hearing, the Union may designate its choice of representatives. In the case of a grievance filed by the Union on behalf of an individual member, such member shall be permitted to attend the hearing. The Chief shall provide a written answer to the Union within fourteen (14) calendar days after the hearing.



In cases where a grievance is filed by a member on his or her own behalf, the response timelines set above shall be the same. In these cases, the Union shall be notified, copied, and permitted to attend the grievance hearing, and receive the written response.

The grievance shall set forth the complete details of the grievance (i.e., the facts upon which it is based, the approximate time of its occurrence and the relief or remedy requested).

Grievances involving health insurance, life insurance, and Hazardous Duty Injury may be initially filed at Step 2.

#### Step 1-A

Suspensions, Discharge and Disciplinary Actions. In those disputes or differences between the City and an employee involving disciplinary suspensions of thirty (30) calendar days or more, discharges, and/or other disciplinary action which is appealable to Civil Service, the employee (either independently or through the Union) shall have the option of appealing such grievance to Civil Service in accordance with its rules, or appealing such grievance through the Grievance Procedure set forth in this Contract but in no case shall the employee be permitted to appeal any grievance through Civil Service and the Grievance Procedure. In the event that the employee does not submit a written grievance within fourteen (14) calendar days, or in the event the employee submits both a grievance and an appeal to Civil Service, the employee shall be automatically deemed to have elected an appeal to Civil Service.

#### Step 2

If the grievance is not satisfactorily settled at Step 1, the Union may within fourteen (14) calendar days after receipt of the Step 1 answer, appeal in writing to the Safety Director. The Safety Director or his designee, which may include representatives of the Department of Personnel,

shall meet with the Local Union President, or designee, and Secretary or designee (and steward if necessary) within fourteen (14) calendar days after the grievance is submitted to the Director, and a written answer shall be given to the Local Union President (personally or by mail) within fourteen (14) calendar days after the Step 2 Meeting. All grievances involving payment of wages may be filed at Step 2.

### Step 3

If the grievance is not satisfactorily settled in Step 2, and it concerns a contract interpretation matter, then the Union may, within fourteen (14) calendar days after the Step 2 answer, refer said grievance to the Department of Human Resources for review. A written answer to the grievance shall be given to the Union President, personally or by mail, within twenty-eight (28) calendar days after the Union meets with the Department of Human Resources in Step 3.

### Step 4

If the grievance is not satisfactorily settled in Step 2, or in Step 3, where applicable, the Union may, within forty (40) calendar days after receipt of the appropriate Step answer, submit the matter to arbitration by submitting written Notice of Intent to do so to the Personnel Director, Law Director, and Fire Chief. The Arbitrator shall be chosen in accordance with the rules of the American Arbitration Association who shall supply the parties with a list of seven (7) arbitrators. Upon receipt of the list, the parties shall use the alternate strike procedure to select the Arbitrator within ten (10) calendar days. The winning party of a coin toss shall determine which party shall strike from the list first. The fees and expenses of the Arbitrator shall be borne equally by the City and the Union. Furthermore, the aggrieved employees, his steward, and any necessary witnesses

shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Contract, including all disciplinary actions and in reaching his decision, the arbitrator shall have no authority (1) to add to or subtract from or modify in any way any of the provisions of this Contract; (2) to pass upon issues governed by law; or (3) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) days after submission of the case to him.

The Grievance Procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City and the Union and/or between the City and an employee (or employees), exclusive of the election set forth in Step 1-A, and all decisions of arbitrators shall be final, conclusive and binding on the City, the Union, and the employees. A grievance may be withdrawn by the Union at any time and the withdrawal of such grievance shall not be prejudicial to the filing of future grievances, even if on the same subject matter.

A policy grievance which affects a substantial number of employees will be presented by the Union at Step 1 of the Grievance Procedure. A disciplinary action involving dismissal is appealable directly to Step 3.

The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievance not timely presented, or timely processed thereafter, shall not be considered a grievance under this Contract and shall

not be arbitrable. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to Step 3 for disposition.

ARTICLE 12  
LEAVE OF ABSENCE

A. Union Business

1. The President or Acting President and one other officer of Local 93 shall be granted time to attend to Union business related to the City.

2. The President or Acting President and one other officer of Local 93 shall be assigned to an eight (8) hour day, five (5) days per week (forty (40) hours). Assignment of job is to be made by the Chief of the Fire Department. All other elected officials shall be granted sufficient time to attend Union meetings and Executive Board meetings, not to exceed a total of thirty (30) man hours per month for the entire group.

3. Union Stewards shall be granted time to attend Union meetings, strength permitting.

4. Delegates to conventions or seminars shall be granted vacation or time due to attend these meetings. Vacations so granted shall not interfere with the delegate's company or unit selections.

B. Accrual of Sick Leave

All regular full-time employees of the Fire Department shall be credited with Sick Leave at the rate of ten (10) hours per month or fifteen (15) eight (8) hour work days per year. Unused Sick Leave shall be cumulative and available for future use. Sick Leave accumulation shall be unlimited for full-time employees of the Fire Department from and after May 1, 1973. An

employee who leaves the service of the City and is off the payroll for ninety (90) days (except when on lay-off) or more, loses any Sick Leave which may be accrued during the time of his employment. Should such employee be rehired within ninety (90) calendar days, he may receive a credit for any Sick Leave which he previously accrued.

C. Conditions of Sick Leave

1. Employees of the Fire Department shall not be paid Sick Leave unless they notify their immediate supervisor no later than one (1) hour before the employee's scheduled starting time on the first day of the absence on account of sickness. If the employee's immediate supervisor cannot be reached, the City's designated medical provider is to be notified.

2. The City's designated medical provider and/or the Personnel Department may require a written statement from the employee justifying the request for paid Sick Leave and/or a certificate from a physician verifying the nature of the claimed sickness or injury provided that such a certification from the City's designated medical provider must be submitted for any sickness or injury extending beyond three (3) calendar days. The validity of all medical excuses and certifications are subject to review by the City's designated medical provider and/or the Chief or his designee and if refused by the City's designated medical provider and/or Chief or his designee, the matter shall be subject to the Grievance Procedure. Falsification of either a written signed statement, request for Sick Leave pay, or a physician's certificate may be grounds for disciplinary action, including dismissal.

3. Sick Leave with pay shall be granted only for: (1) actual sickness or injury; (2) confinement by reason of a contagious disease; (3) emergency visit to a doctor or dentist for emergency medical or emergency dental care by a member of his immediate family; or (4) serious

illness of a member or of the employee's immediate family (emergency). When sick, an employee's accumulative Sick Leave shall be decreased as follows:

8 hour personnel - 8 hours for each 8 hours off sick

10 hour personnel - 10 hours for each 10 hours off sick

48 hour personnel - 20 hours for each 24 hour shift off sick or 5 hours for each 6 hour increment.

4. Sick Leave with pay shall not be granted for any sickness resulting from moral turpitude, intoxication or use of narcotics, except that Sick Leave will be granted for treatment or rehabilitation as approved by the Director of Personnel on the same basis as granted for any other illness.

5. New employees will accumulate Sick Leave credit, but cannot use Sick Leave until the satisfactory completion of the initial probationary period of ninety (90) days.

An employee found to be using a leave of absence for a purpose other than for which it was granted may result in the discharge of the employee.

6. An employee shall not be required to report to the City's designated medical provider when returning to duty under the following conditions:

(1) A forty (40) hour employee absent no longer than three (3) consecutive work days with no more than one record of absence during the previous twenty-six (26) weeks.

(2) A twenty-four (24) hour shift employee absent for no longer than one twenty-four (24) hour shift on two different occasions during the previous twenty-six (26) weeks.

(3) Any employee other than those in 1 and 2 may be requested to report to the Safety Department Medical Bureau at the discretion of the City's designated medical provider or authorized officer of the Fire Department.

D. Sick Leave Conversion

Upon retirement an employee shall have the right to convert his accumulated paid Sick Leave into a check bonus at the rate of one (1) day pay for each three (3) days unused accumulated Sick Leave. The pay rate used shall be the same thirty-six (36) month average as used under the Police & Firemen's Disability and Pension Fund.

E. Light Duty

When a member is examined by the City's designated medical provider and found to be fit to return to duty in a capacity less than normally performed, he/she shall be returned to light duty provided the Department can provide appropriate light duty. Any member placed on light or restricted duty shall be assigned by management to an eight (8) or ten (10) hour schedule, forty (40) hours per week or a 24-hour shift schedule.

F. Sick Time Bank

An employee who is suffering from a serious medical condition as defined by the FMLA; who has exhausted all of his/her sick, furlough, compensatory and holiday time; and who is not on any step of the sick-abuse policy, may submit a written request for sick leave donations from other members of the bargaining unit. Employees on a step of the sick abuse policy may seek an exemption from this restriction from the Chief. The Chief may then, within his sole discretion, allow for sick leave donations to the individual.

Donating employees must have a minimum balance of one hundred-twenty (120) hours of sick leave immediately following the donation. Employees cannot contribute more than one hundred-twenty (120) hours of sick leave in total donations per calendar year.

The Union will indemnify and hold the City harmless from any action emanating from sick leave donations.

Unused sick time will be refunded.

G. Funeral Leave

Employees shall be allowed time off for funeral leave in accordance with past practice in the Department.

H. FMLA

As appropriate, the City will designate an employee's use of paid and unpaid time as family medical leave consistent with the Family Medical Leave Act and with current City sick leave and leave of absence policies.

I. No-Fault

The City reserves the right to implement a no-fault attendance policy pursuant to the following procedure: The City will first notify the Union not less than thirty (30) days before implementing such a policy and negotiate in good faith with the Union regarding the policy. If the parties are unable to reach agreement, the Union reserves the right to file for arbitration with the American Arbitration Association within fourteen (14) days of a written declaration of impasse. Each party shall present a proposal before the arbitrator, with the arbitrator selecting one or the other proposal based on his/her assessment of which proposal is the most reasonable. The arbitrator's decision must be rendered within thirty (30) days of the hearing date(s) and within



sixty (60) days of his/her appointment, unless mutually agreed otherwise. If the Union does not timely file for arbitration following a declaration of impasse, the City may implement its last proposed policy. The City will not implement any policy until the arbitrator renders a decision and will implement the policy selected by the arbitrator. The City may modify the policy after one (1) year following implementation. If the City desires to modify the policy it must first provide the Union with no less than thirty (30) days' notice and negotiate in good faith with the Union regarding its intended modifications. In the absence of an agreement, the City may not modify the policy unless it establishes a demonstrable operational need.

ARTICLE 13  
LAY-OFFS

Lay-offs, if necessary, shall be in accordance with the Civil Service Commission rules and in accordance with O.R.C. §124.37.

A. Notice of Lay-Off

Notwithstanding Civil Service Commission rules notice of lay-offs shall be as follows:

1. Impending Lay-Off

In the event management becomes aware of an impending reduction in work force, they will furnish the Union a lay-off list as soon as practicable, prior to notifying any Fire Fighter.

2. Actual Lay-Off

In the event of an actual lay-off, management will notify the affected employee(s) in writing not less than three (3) calendar days in advance of the lay-off date.

ARTICLE 14  
TERMINATION BENEFITS

A. Retirement

A Fire Fighter who retires is eligible and shall be compensated accordingly for all of his accumulated overtime, compensatory time and holiday time due at the time of termination at his current rate of pay. He shall also be compensated for any unused vacation and holiday time, including any pro-rata vacation and holiday pay due for the current year at his current rate of pay.

The City agrees to provide the employee the option, upon retirement, to take a total payout in the form of a check within thirty (30) days of retirement, or spread out the final payment in installments over the following three (3) calendar years.

B. Resignation

A Fire Fighter who resigns is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, and accumulated vacation time, including pro-rata vacation pay due for the current year, at his current rate of pay.

C. Demise

Upon the demise of a Fire Fighter his estate shall be eligible for all of the benefits listed under retirement. Such compensation will be made upon written request by the executor or other duly authorized person handling the estate.

D. An employee shall receive the following treatment on certain fringe benefits during the last three (3) years prior to retirement if the employee designates such three (3) year period at least three (3) months prior to the start of the three (3) year period. It is understood that the employee may only designate one such three (3) year period.

(a) All overtime shall be paid in accordance with contract specifications for overtime worked and shall be included in the employee's pay period in which such overtime is worked regardless of FLSA standing.

(b) If, and when, an employee is on a forty (40) hour schedule during the designated three (3) year period then holiday pay shall be paid to the employee in the pay period in which the holiday falls. If the holiday falls during the employee's furlough, one extra day's pay will be added to the pay period. If the employee works on the holiday, he/she shall receive full premium pay in the same pay period.

(c) A member who has elected to participate in this termination benefit program may elect to receive additional longevity benefits, in lieu of the vacation benefits described in Article 8, during each three (3) years included with the termination benefit program period, subject to the following provisions:

(i) Prior to the vacation selection process for each year of the three (3) years included within the termination benefit program period, the member shall notify the Fire Personnel Unit that he/she desires to receive additional longevity benefits, rather than the furlough benefits, for the coming year.

(ii) The member shall be entitled to additional longevity benefits in accordance with the following schedule:

After 22 years: 200 hours of pay computed at the members base rate.

(iii) A member who elects to receive the additional longevity benefits shall be paid the additional benefit amount at the time the member receives his/her regular longevity payment.

(iv) If a member elects to receive additional longevity benefits, the City has the discretion to allow the member to use compensatory time for paid leave or vacation time off during the year for which the additional longevity benefit has been elected.

E. Lay-Off

A Fire Fighter who is laid off shall be entitled to compensation on request for all unused compensatory time, overtime, holiday time, and vacation time, at his current rate of pay.

F. Dismissal

The same schedule of compensation applies as in resignation.

ARTICLE 15  
INSURANCE

A. Hospitalization/Surgical

The City agrees to provide single or family coverage, whichever is applicable, for each eligible employee enrolled in any of the health coverage plans for the term of the Labor Contract under the terms and conditions set forth in this Article. There shall be no duplicate coverage if both spouses are on the City's payroll.

B. Health Care Benefits

The City will maintain existing benefit levels per the attached Healthcare Addendum A.

Furthermore, dependent coverage shall be limited to members of the employee's immediate family (i.e. spouse and children).

Employee contributions shall be deducted from the member's wages as follows:

	<u>Non-Wellness Rate</u>	<u>Wellness Rate</u>
Single	19% of premium	15% of premium
Family	18% of premium	14% of premium

To qualify for the wellness rates, members must satisfy wellness obligations.

Premium for employee contributions is defined as the cost or premium-equivalent rate of hospitalization, prescription drug, vision and dental.

Health care deductions of one-half the above amounts shall be made the first two pay periods of each month.

The City reserves the right, per its discretion, to institute an optional high deductible plan for employees wherein employee premium contributions will be nine percent (9.0%) for family coverage and ten percent (10%) for single coverage, of the City's monthly premium cost for hospitalization, prescription drug, vision and dental coverage. For those employees participating in City-designed wellness initiatives, the employee premium contributions shall be five percent (5.0%) for family coverage and six percent (6.0%) for single coverage, as per the attached Healthcare Addendum B.

For all mental, nervous, and substance abuse treatment, in-patient and out-patient coverage shall be that set forth as part of the health care insurance plan selected by the employee.

The prescription program shall be that set forth as part of the health care insurance plan selected by the employee.

C. Life Insurance

During the term of this Contract, the City shall provide all members with Group Insurance in the amount of \$25,000.00. Provisions for conversion at the time of retirement or other termination shall be in accordance with the provisions set for other employees.

D. Dental Insurance

The City shall continue to provide all members with a dental insurance package which shall include orthodontist benefits.

E. Vision Insurance

The City shall implement a vision insurance plan for employees.

F. The City shall have the right to change insurance carriers or switch to and from self-insured to fully-insured, provided that benefit levels remain substantially the same. The City shall provide no less than forty-five (45) days advance notice to the Union of any such change.

G. The City reserves the right to implement a smoking-cessation incentive policy during the life of the contract.

H. Upon request, the City shall identify the premiums upon which premium contributions are based, as well as the methodology used to calculate them.

ARTICLE 16  
MILEAGE

The City shall reimburse the employee who uses his/her personal vehicle on Division of Fire business at the rate of twenty-eight (28) cents per mile, payable on a quarterly basis, when the employee is detailed by the Division of Fire away from his/her regular company or unit, and additional miles are incurred beyond the normal home-work commute. Effective September 1, 2007, the City shall reimburse the employee for mileage at the IRS rate, payable on a quarterly basis. If there is an increase in the current adjusted annual IRS mileage rate, the Division of Fire shall communicate this increase to the Division in writing. Mileage reimbursement is not payable for travel to voluntary overtime assignments, unless the location of the initial overtime assignment is changed thereafter by the Division of Fire.

ARTICLE 17  
PROTECTION OF PROPERTY AND SECURITY

Each employee shall be assigned to his own personal locker which shall be his sole responsibility to clean and maintain and no other employee of the City of Cleveland, supervisory

or otherwise, shall be permitted access to such personal locker without the employee assigned to the locker being present at such inspection.

ARTICLE 18  
SAFETY AND CLOTHING

A. Safety and Clothing

The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members. The Union's Safety and Clothing Committee shall submit its recommendations for specifications to the Chief who will indicate his approval or disapproval on each item and forward it to the Safety Director.

Except for the members in the grade of Apprentice Fire Fighters - Medic I, each member shall receive a uniform clothing allowance in the form of vouchers of \$400.00 per year by July 31<sup>st</sup>. The specific items of uniform clothing which may be purchased shall be from the uniform clothing list approved by the Safety Director on the basis of the recommendations submitted by the Union Safety and Clothing Committee. The approved list of uniform clothing shall be provided to the Union and shall be posted throughout the Department. Members must have all required items of clothing before ordering optional items. Employees who are considered "plain-clothed" personnel shall receive their uniform clothing allowance in a check or voucher.

Effective in 2012, an employee with fifteen (15) years of service with the Division as of March 1<sup>st</sup> may elect to receive a check in lieu of their annual voucher, provided that they submit an approved battalion uniform inspection report with their request.

Employees in the grade of Apprentice Fire Fighter-Medic I shall receive a uniform clothing allowance of \$450.00 in the form of vouchers on the date of hire. This allowance shall be used to

purchase the clothing items prescribed by the Chief from the approved list of Uniform Clothing items. Employees hired on or after July 1 of any year shall not receive any uniform clothing allowance in the calendar year following the year of hire.

Members who are promoted to the position of Lieutenant or above, shall receive an additional, one time clothing allowance for each such promotion as follows: FGF to Lieutenant - \$400.00; Lieutenant to Captain - \$250.00; Captain to Battalion Chief - \$250.00; Battalion Chief to Assistant Chief - \$250.00.

B. Clothing Maintenance Payments

Members who have less than six months seniority but will be likely to serve more than six months in the current year will receive \$150.00 clothing maintenance payment on March 1st of the current year.

Effective in 2020, all other members shall receive an annual clothing maintenance payment of six hundred fifty dollars (\$650.00) on March 1st of each year. This clothing maintenance allowance shall be prorated for retirees.

C. Turnout Clothing

Turnout clothing shall be furnished by the City through a Quartermaster Supply System under regulations established by the Safety Director. The Union's Safety and Clothing Committee shall submit recommendations for specific items and clothing specifications to the Chief. The Chief will forward the Union's recommendations to the Safety Director with his approval or disapproval on each item. Additions and deletions to the approved lists may be made by mutual agreement. The approved list of turnout clothing shall be provided to the Union and posted throughout the Department.



D. Uniform Clothing Regulations

No employee with more than five (5) years of seniority shall be required to purchase items of clothing which he already possesses and are still presentable. If a change in style of any item is ordered, only employees with less than fifteen (15) years of seniority shall be required to purchase clothing in the new style.

E. Safety and Security Committee

The Fire Chief shall chair a Safety and Security Committee which will be composed of two (2) persons selected by Local 93 and two (2) persons selected by the Safety Director, one of whom shall be the Fire Chief. This Committee shall meet on the call of the Fire Chief, but at least every three (3) months.

F. Injury to Employee

Any employee thought to have been injured or exposed to a toxic substance and sent to the hospital for treatment or test, by the Chief or his designee and Workers' Compensation subsequently determines that there was no injury sustained, shall have all bills pertaining to the employee's treatment be the responsibility of the City of Cleveland.

G. Fire Station Supplies

The City agrees to ensure the provision of supplies necessary for the orderly upkeep of the fire stations or to ensure that employees are reimbursed where they have provided such supplies out of necessity. The cost to the City under this provision shall not exceed \$30,000.00/annually. The City, with input from the Union, shall develop guidelines for the disbursement of any funds pursuant to this provision.

ARTICLE 19  
IMPASSE ARBITRATION

Ninety (90) days before the expiration of these Agreements, the City and the Union shall begin negotiation and shall negotiate for a period of at least sixty (60) days. After sixty (60) days either party can demand final and binding arbitration by written notice to the other, of all issues on which they are at impasse in accordance with the following procedures:

A. Within five (5) calendar days of the receipt of a written notice of impasse, the parties shall confer in an attempt to mutually select an arbitrator. If that procedure fails to result in the selection of an arbitrator, the party submitting the Notice of Impasse shall notify the American Arbitration Association and request a list of seven (7) arbitrators which shall be submitted to the parties. The parties shall then confer within ten (10) calendar days of the receipt of that list and select an arbitrator using the alternate strike procedure with the winner of a coin toss determining the party who shall strike from the list first.

B. Five (5) days after the impartial arbitrator has been selected the parties shall submit their final offer on each issue which is at impasse to the arbitration panel.

C. The arbitrator may hold hearings, receive evidence of documentation, and call witnesses in accordance with the arbitration rules of the American Arbitration Association.

D. \* After receiving whatever evidence the parties wish to submit, the arbitrator shall select the final offer of one of the parties on each of the impasse issues and shall issue an award incorporating all of these selected final offers, without modification.

E. In reaching his/her decision, the arbitrator shall give weight to the following factors:

1. Past collective bargaining agreements, if any, between the parties;

2. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;

4. The lawful authority of the public employer;

5. The stipulations of the parties;

6. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

ARTICLE 20  
NO STRIKE - NO LOCKOUT

The parties to this Contract, having provided for a grievance and arbitration procedure to settle all disputes between them during the term of the Contract and, having further provided for the arbitration procedure to resolve any impasse issues arising from the next negotiation, hereby agree that:

The Union shall not, during the agreed period or agreed extension period of this Contract, directly, or indirectly, call, sanction, encourage, finance, and/or assist in any way nor shall any employee instigate or participate directly or indirectly, in any strike, slowdown, walkout, concerted

“sick” leave, mass resignation, work stoppage, picketing, job action or interference of any kind with an operation or operations of the City. Violations of this promise by any employee(s) shall be proper cause for discharge or other disciplinary action by the City.

The Union and all of its officers or stewards shall at all times cooperate with the City in continuing normal operations and shall actively discourage and endeavor to prevent or terminate any violation. In the event any violation occurs, the Union shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation or operations of the City is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

The City shall not lock out any employees for the duration of this Contract.

#### ARTICLE 21 LEGALITY AND SEPARABILITY

It is the intent of the City and the Union that this Contract comply, in every respect, with applicable legal statutes, charter requirements, and governmental regulations which have the effect of law and judicial opinions and if it is determined by proper authority that any provision of this Contract is in conflict with, that provision shall be null and void.

The provisions of this Contract are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Contract in its application between the Union and the City to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Contract, but such remaining provisions shall continue in force and effect; provided, further, that in the event any provision or provisions are so declared to be in

conflict with a law, both parties shall meet within ten (10) days for the purpose of re-negotiation and agreement on provisions so invalidated.

ARTICLE 22  
COMPENSATION

Effective November 1, 2022, new employees shall receive the living wage or \$16.00 an hour, whichever is higher, for all hours served in the Fire Training Academy. This rate shall be increased to \$16.50 an hour effective April 1, 2024. Upon the completion of the training course, said trainee shall attain the rank of Fourth Grade Fire Fighter for the balance of the fifty-two (52) week period. After completion of the fifty-two (52) weeks provided for in this paragraph, progression through other ranks shall continue at one (1) year intervals up through the maximum rank of Journeyman Fire Fighter.

A. Salaries

Retroactive to on or about April 1, 2022, there shall be a five percent (5%) equity adjustment followed by a two percent (2%) wage increase (reflected in the wage scale below) for all bargaining unit members.

Effective on or about April 1, 2023, there shall be a two percent (2%) wage increase (reflected in the wage scale below) for all bargaining unit members.

Effective on or about April 1, 2024, there shall be a two percent (2%) wage increase (reflected in the wage scale below) for all bargaining unit members.

Effective November 1, 2022, the hourly rate for Trainees will be increased to sixteen dollars (\$16.00).

Effective April 1, 2024, the hourly rate for Trainees will be increase to sixteen dollars and fifty cents (\$16.50).

Current rank differentials shall be maintained for the duration of this Agreement.

	04/2022 5.0% Base + 2.0%	04/2023 2.0%	04/2024 2.0%
Assistant Chief of Fire	\$144,610.75	\$147,502.96	\$150,453.01
Battalion Chief of Fire	\$112,977.15	\$115,236.69	\$117,541.42
Battalion Chief of Fire (-500)	\$112,477.15	\$114,736.69	\$117,041.42
Captain of Fire	\$97,394.10	\$99,341.98	\$101,328.81
Captain of Fire (-500)	\$96,894.10	\$98,841.98	\$100,828.81
Lieutenant of Fire	\$83,960.43	\$85,639.64	\$87,352.43
Lieutenant of Fire (-500)	\$83,460.43	\$85,139.64	\$86,852.43
<b>Over 5 Years</b>			
First Grade Fire Fighter	\$72,379.68	\$73,827.27	\$75,303.82
First Grade Fire Fighter (-250)	\$72,129.68	\$73,577.27	\$75,053.82
First Grade Fire Fighter (-250)	\$71,879.68	\$73,327.27	\$74,803.82
Second Grade Fire Fighter	\$65,115.55	\$66,417.86	\$67,746.21
Third Grade Fire Fighter (-1,500)	\$63,615.55	\$64,917.86	\$66,246.21
Fourth Grade Fire Fighter (-1,000)	\$62,615.55	\$63,917.86	\$65,246.21
<b>Less than 5 Years</b>			
First Grade Fire Fighter	\$71,015.81	\$72,436.13	\$73,884.85
First Grade Fire Fighter (-250)	\$70,765.81	\$72,186.13	\$73,634.85
First Grade Fire Fighter (-250)	\$70,515.81	\$71,936.13	\$73,384.85
Second Grade Fire Fighter	\$63,751.68	\$65,026.71	\$66,327.25
Third Grade Fire Fighter (-1,500)	\$62,251.68	\$63,526.71	\$64,827.25
Fourth Grade Fire Fighter (-1,000)	\$61,251.68	\$62,526.71	\$63,827.25

Wage increases shall be effective: (a) during the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the first week of a pay period; or (b) during the pay period following the pay period in which April 1<sup>st</sup> falls if April 1<sup>st</sup> falls in the second week of a pay period.

Members employed as of the date of Union membership ratification of this Agreement shall be eligible for any applicable retroactive payments.

B. Longevity Pay

Members shall be compensated for tenure according to the following schedule:

After 5 years	\$300.00
After 10 years	475.00
After 15 years	575.00
After 20 years	700.00
After 25 years	800.00

Longevity payments shall be made on March 31<sup>st</sup> of each year.

C. Acting Pay

Uniform members who are assigned to perform duties of a rank higher than their own shall receive the hourly compensation of the higher rank and shall be chosen by seniority as follows: by seniority of on-duty suppression Battalion Chiefs for acting Assistant Chief, within the Battalion for Acting Battalion Chief; and within the Company or Unit for Acting Captains and Lieutenants, unless the member waives the temporary higher rank or is passed over for just cause.

D. Pay Day

Pay day shall be established by the City on a bi-weekly schedule. The City reserves the right to provide compensation through direct deposit and/or debit cards.

E. Jury Duty Pay

Any Fire Fighter called to jury duty shall receive time off with full pay to perform this additional civic responsibility and shall be detailed to an eight (8) hour day. Any compensation received for jury duty shall be turned in to the City.

F. Parking Tickets

Employees who fail to pay parking tickets/fines on City Vehicles will authorize the City to deduct the amount of the fines from their pay.

ARTICLE 23  
BULLETIN BOARD

The City shall provide the Union with bulletin board space at mutually selected locations.

Provided that:

- (a) No notice or other writing may contain anything political or critical of the City or any City official or any other institution or any employee or other person;
- (b) All notices or other materials posted on the bulletin board must be signed by the President or steward of the Union and shall be solely for Union business;
- (c) Upon request from the Chief of the Department, the Union will immediately remove any notice or other writing that the City believes violates this paragraph or any Department rule or regulation.
- (d) Upon request of the Union, the Chief will distribute such material and literature to all units as long as it meets the criteria in (a) and (b) of this Article.



ARTICLE 24  
COURT TIME

When an employee is required to remain on duty after the normal quitting time of his regular shift in order to make court appearances, prosecutor's reviews, or a continued presence required in a court-related matter, the employee will receive the overtime rate of pay for the actual time worked in excess of the employee's normal shift.

If an employee is called in when he is not on duty to make court appearances, prosecutor's reviews, or to be present in other court-related matters, the employee will be paid a minimum of two (2) hours at one and one-half (1-1/2) times his normal rate of pay, with straight-time paid for the period actually worked and half-time credited to accumulated compensatory time.

ARTICLE 25  
PROCEDURE ON DISCIPLINARY CHARGES

When disciplinary charges are proffered against a member of the bargaining unit, a copy of the charges will be simultaneously forwarded to the Union by electronic mail. The charges will contain a statement advising the member of his right to confer with a representative of the Union prior to answering the charges and his right to have a representative of the Union present at any time the charges are discussed. The Chief or his designee can administer discipline up to and including 10-day suspensions (or 3 days for a 24-hour employee).

Employees will be subject to immediate discharge for, including but not limited to, the following offenses:

- (a) Accumulation of two (2) DUI convictions within two (2) years; and/or
- (b) Conviction for offenses involving the possession or sale of drugs.

Employees are obligated to report arrests and/or convictions for OVI and drug related offenses. Employees assigned to the Fire Investigative Unit or the Internal Affairs Office must also report arrests and/or convictions for domestic violence. Employees must also report any felony indictments upon receipt of legal notice, as well as any resulting convictions. Failure to report such arrests and/or convictions may result in immediate discharge.

Operational needs allowing, a member, upon reasonable request, shall be permitted to review his/her personnel file in the presence of a supervisor. Any discipline in excess of three (3) years from the date of administering the discipline shall not be used for purposes of progressive discipline.

Discipline related to harassment in the workplace (as defined by state or federal law – e.g. sexual, racial, religious, sexual orientation) or last-chance agreements can be considered beyond the three (3) years, unless agreed to otherwise by the parties in the last-chance agreement.

Where disciplinary charges are determined not to warrant discipline, a record identifying such will be placed in the member's personnel file.

#### ARTICLE 26 STAFFING

No more than three (3) Task Force Companies will be manned by less than twelve (12) employees during the term of this Contract. Staffing of other fire suppression apparatus will continue to be four (4) employees in accordance with the practices existing on the date of ratification of this Contract. For purposes of this Article, the fireboat and Engine 2 will be considered to be a single apparatus. The City reserves the right to staff fire-medical transport units with less than four (4) employees only as part of an integration of the Divisions of Fire and EMS.

Prior to implementing an integration plan deploying such units, the City will negotiate with the Union regarding the decision and its effects.

These provisions are not intended to affect the general rights of the City to determine manning and the number and location of companies, except as expressly provided in this Article.

If the City intends to reduce the number of suppression companies, the Union will be notified in advance and consulted.

ARTICLE 27  
LEGAL REPRESENTATION OF EMPLOYEES

A. The City shall provide the legal defense of, shall assume the litigation costs for, and shall indemnify any employee in any civil action or civil claim for any judgment or settlement, except as herein limited, arising out of any alleged act or omission which occurred or allegedly occurred while the officer was acting within the course and scope of his duties as an employee unless:

1. The Director of Law has good cause to believe that the acts or omissions were manifestly outside the course and scope of his employment or official duties;
2. The Director of Law has good cause to believe that the employee acted with malicious purpose, or in bad faith at the time of the alleged act or omission or thereafter, or in a wanton and reckless manner;
3. The Director of Law has good cause to believe that the employee was performing services for another employer at the time the incident allegedly occurred;
4. The civil claim, action or proceeding, including disciplinary proceedings, was brought by, or at the request of, the City or any of its officials, against the employee;

5. The employee fails to comply with the conditions of his defense as prescribed herein; or

6. A final judgment against the employee includes punitive or exemplary damages, in which case the City shall, at the election of the employee continue to represent the employee in all proceedings subsequent to trial; but, should the final judgment include punitive or exemplary damages, the City shall not provide indemnification for those damages; nor shall the City provide indemnification for claimant's attorney's fees which are based solely on an award of punitive or exemplary damages against the employee; however, by separate ordinance, Council may, at its discretion, expressly authorize payment of such punitive or exemplary damages or claimant's attorney's fees.

If any of the foregoing 1 through 5 apply, the employee shall not be entitled to either a defense or to indemnification provided by or at expense to the City.

B. The continuing duty of the City to defend or indemnify the employee under this Contract shall be conditioned upon:

1. Delivery by the employee to the Director of Law a written request to provide legal defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within seven (7) days after the employee is served with such document;

2. The continuing full cooperation of the employee in the defense of such action or proceeding, and in defense of any action or proceeding against the City based upon the same act or omission, and in the prosecution of any appeal.

Other than as specified above, the employee shall be entitled to be represented by the Department of Law unless the Director of Law determines prior to or during the pendency of a

civil lawsuit that a potential conflict of interest could result, or that it is in the best interests of the employee, City of Cleveland, or -- in a case with multiple defendants -- any other defendant, that the employee be represented by counsel other than the Director of Law or any of its Assistants. In such case, the Director of Law may elect to tender the defense of the employee to private counsel selected by the Director of Law upon such conditions and attorney's fees as the Director of Law deems appropriate in the particular case. In such case, the City will pay the reasonable cost of attorney's fees and expenses of the selected private attorney. Any indemnification of an employee represented by private counsel shall be subject to all limits upon indemnification of an employee represented by the Department of Law.

If the Director of Law elects to decline representation of an officer under the circumstances described in paragraph A.1 through A.5 then the Union may challenge that decision through arbitration, by submitting such request to the American Arbitration Association ("AAA") within fourteen (14) days of the Director's notification. AAA shall issue a panel of seven (7) arbitrators and the arbitrator shall be selected by the parties through the alternate-strike method. The hearing shall be completed within thirty (30) days of the Arbitrator's selection, and the decision shall be rendered within sixty (60) days of the hearing. Arbitration shall be the sole means of challenging a decision by the Director of Law declining representation and/or indemnification.

The total amount of indemnification to which the City is obligated to pay on behalf of one or more employee defendants or potential defendants arising out of a transaction or occurrence, which is the subject matter of allegations against the employee and/or co-defendants, shall be limited to the lower of either One Million Dollars (\$1,000,000.00), or the amount of any

deductible, self-insured retention, or uninsured primary level, under any policy of insurance paid by the City which provides coverage for the transaction or occurrence.

These provisions for defense and indemnification shall not be construed to impair, alter, limit, or modify the rights and obligations of the City or any employee under any policy of insurance. Nor shall the benefits of these provisions be construed to affect, alter, or repeal any section of the Workers' Compensation Law.

These provisions shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity or defense to liability available to the City or employee or any other benefit provided by law to the City or employee. The benefits of these provisions shall apply whether or not the employee is sued in an individual or representative capacity and whether or not the employee is still employed by the City; provided, however, that the acts of the employee complained of must have been committed during the course of and as a result of his employment by the City.

An employee may at any time elect, at his own expense, to be represented by private counsel selected by the employee in lieu of representation by the Director of Law, or counsel selected by the Director; however, by electing to be represented by such private counsel, the employee waives all right to a defense and indemnification by or at the expense of the City under this Contract.

ARTICLE 28  
SUBSTANCE ABUSE POLICY

1. Policy Statement. Both the Union and the City recognize illegal drug usage and workplace alcohol abuse/misuse as a threat to the public safety and welfare and to the employees

of the Division of Fire. Thus, the Division will take the necessary steps, including drug and alcohol testing, to maintain a drug/alcohol free workplace. The goal of this policy is education prevention and rehabilitation rather than termination.

2. Definitions.

(a) The term “drug” includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

(b) The term “illegal drug usage” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

(c) The term “drug test” means a urinalysis test consisting of an initial screening step and a confirmation step employing the gas chromatography/mass spectrometry (GC/MS) utilizing urine samples collected according to a chain of custody procedures consistent with the United States Department of Transportation (“D.O.T.”) regulations.

(d) The term “Misuse of Alcohol” means the use or possession of ethyl, methyl or isopropyl alcohol in the workplace, or testing positive (as defined in paragraph (e)) for the presence of alcohol in an employee’s system while at work.

(e) The term “Alcohol Test” means a test selected and certified under Federal Standards. An initial positive level of .03 grams per 210L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the members personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to

confirmation testing, a positive alcohol level shall be .03 grams per 210L of breath. In confirmatory breath testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

(f) "Voluntary Participation in a Dependency Program" means in the absence of a positive test result or a request to take a drug/alcohol test, an employee seeks the professional assistance of a treatment program supervised by the City's designated medical provider and members of the Employee Assistance Unit and/or covered by the employee's insurance plan.

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

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

(a) Where there is reasonable suspicion that the employee to be tested is using or abusing illegal drugs or alcohol while on duty. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using alcohol or illegal drugs in violation of this policy. Two examples of



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

Where the Assistant Chief orders the test, he shall give his "reasonable suspicion" reasons for requiring the drug/alcohol test to the Chief as soon as possible in writing. Such report shall be confidential, but a copy will be given to the employee, if requested.

(b) For Random Testing. The term "Random Testing" means employees during their normal tour of duty, are subject to Random Drug/Alcohol Testing, effective after the employee education process (as stated above) is completed. The annual number of such random tests shall not exceed twenty-five percent (25%) of the members covered by the contract during a calendar year beginning January 1 (if testing commences later than January 31, the number of tests taken shall not exceed a pro-rated amount of 25% of the members). Such test shall be reasonably spread throughout the year. Member(s) notified of their selection for random/drug alcohol testing shall proceed immediately to the collection site. A member who is on a regularly scheduled day off, vacation, already absent due to illness or injury, on Compensatory Time Off (approved before the member was scheduled for testing) or under subpoena from a Court, shall be excused from testing, but will remain subject to future random testing. The City will provide the Union the list

of employees identified for testing and those actually tested within seventy-two (72) hours of completion of the test. The City will also provide any available lists which identify the number and percentage of employees tested to date.

(c) Upon return to duty after an absence for an unexplained illness or from a thirty (30) day or more disciplinary suspension, or upon reappointment to the Division.

(d) Prior to a return to duty after participation in a substance abuse rehabilitation program regardless of the duration of the program, and following an employee's return under these circumstances wherein the employee shall be required to undergo three (3) urine tests within the one-year period starting with the date of return to duty.

(e) During the six (6) month probationary period after leaving the Training Academy.

(f) Post-accident testing for an employee involved in an accident resulting in personal injury or one thousand dollars (\$1,000.00) or more of property damage.

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

5. Urine Samples. Specimen collection will occur in a medical setting and conform to D.O.T. regulations. The procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee will complete a form indicating the use of all drugs currently being taken and identify the prescribing physician.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure that the results match the employees tested. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered unless honoring the request will result in a delay of the testing process.

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

(i) Initial screening step, and

(ii) Confirmation step.

The urine sample is first tested using a screening procedure. (EMIT or an equivalent test). For a specimen testing positive, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test (or an equivalent test) will be used. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or

scientific personnel prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality. An employee who tests positive for drugs and or alcohol will be given the opportunity to review the tests and, if desired, a reasonable opportunity to rebut the results.

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

7. Medical Review Officer.

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

8. Disciplinary Action.

(a) . Drugs. Employees, who as a result of being drug tested, are found to be using illegal drugs may be subject to dismissal based on the discretion of the City. The City, in its discretion, may administer lesser discipline if the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City’s designated medical provider and members of the Employee Assistance Unit. Employees who are found to be abusing drug(s) which have been legally prescribed shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City’s designated medical

provider and members of the Employees Assistance Unit. Any employee found for a second time to be using illegal drugs or abusing legally prescribed drugs shall be subject to dismissal.

(b) Alcohol. An employee who tests positive for alcohol shall be subject to dismissal unless the employee agrees to participate in and satisfies the obligations of a treatment program supervised by the City's designated medical provider and members of the Employees Assistance Unit.

An employee who agrees to participate and satisfies the obligations of this treatment program will be subject to discipline up to a three (3) day suspension (but is also subject to additional discipline for other rules violations).

Any employee testing positive for alcohol for a second time shall be subject to termination.

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

9. Right to Appeal. An employee disciplined as a result of a drug test has the right to challenge such discipline beginning at Step 3-A of the grievance procedure.

10. Voluntary Participation in a Dependency Program. Employees who may be drug/alcohol dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the City's designated medical provider and members of the Employee Assistance Unit and/or a program covered by the employee's health insurance plan. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Participation in a dependency program is voluntary and strictly confidential. Neither the City administration, the Division of Fire nor any unit or entity within shall have access to the

program's files and records. However, the Chief of Fire or his designee of the City's designated medical provider shall be advised when an employee is hospitalized or is an outpatient as part of drug dependency rehabilitation. Also, upon written request of the participating employee, efforts at rehabilitation will be divulged on his/her behalf in cases of disciplinary action.

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

ARTICLE 29  
PRIOR RULES AND ORDERS

The City agrees that as of the date of the execution of this contract, any orders, rules, or regulations issued by the Division of Fire, the Chief of the Division of Fire, or the Safety Director which are in conflict with any part of this contract, are hereby repealed and of no force and effect.

ARTICLE 30  
BILL OF RIGHTS

Bargaining unit members shall be entitled to the following rights:

1. In a criminal investigation, interview, or interrogation, the member shall not be required to forego any applicable constitutional and/or statutory safeguards.
2. A bargaining unit member who is questioned (either orally by request or a written statement) as a suspect or a witness in an internal investigation that could lead to criminal and/or departmental charges ordered by the Safety Director, Chief of Fire or their designees (including, but not limited to, other members of the bargaining unit and/or CPD) shall be advised of the nature

of the internal investigation prior to such questioning, and will ultimately be advised as to the disposition of such investigation

3. Any employee who is the subject of an investigation and who has been subjected to verbal questioning or the submission of written reports shall be notified within ten (10) days of a determination that the investigation is not going forward.

4. Questioning or interviewing of a member in the course of an internal investigation will be conducted at hours reasonably related to a shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. A copy of any tape, transcript or written statement made pursuant to an administrative investigation (such as a Form 10 or 81) shall be provided to the member immediately following such questioning or interviews unless it is the result of a criminal investigation. Such copies shall also be provided to the Union with the member's consent.

5. The member's home address and photograph shall not be given to the press or news media without the member's express consent. If any of the aforementioned are disclosed to the media, such disclosure shall constitute a breach of this agreement but will not negate the Division's right to proceed with the matter at hand.

6. Complaints against a member, when designated by the Chief to be unfounded, shall not be included in the member's personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotion decisions.

7. Before a member may be charged with insubordination or like offense, for refusing to answer questions or participate in an investigation, he/she shall be advised by a Supervisory Officer that such conduct may be the basis for such a charge.

8. In cases when a member is required to submit to an oral interview and/or produce a written statement which the member reasonably believes may result in discipline to him or her, members shall have the right to contact and/or request the presence of a Union representative. The member will be given a reasonable amount of time to contact a Union representative, and the Union representative will be given a reasonable amount of time to arrive. However, the exercise of this right shall not unduly impair the administrative investigation.

9. In the event that formal disciplinary action (including but not limited to pre-disciplinary hearings) before the Safety Director or the Chief of Fire, is taken against a member, the member shall have the right to legal counsel and/or a representative from the Union. When such action is taken, the attorney and/or Union representative shall have the right of cross-examination of any fact witnesses who will testify at the hearing.

10. The City will provide the bargaining unit member (and Union representative if represented by the Union), prior to commencement of a pre-disciplinary hearing, copies of his/her own written statements, reports regarding the matter that is the subject of the hearing, and a list of any fact witnesses who may testify on behalf of the City at the pre-disciplinary hearing .

11. When a citizen's complaint is filed more than six (6) months after the date of the alleged event, and the complaint could not lead to a criminal charge, the accused member may be ordered to respond to the complaint and investigation, but shall not be subject to disciplinary action for the complaint. Copies of any written complaints shall be immediately provided to the



bargaining unit member when he or she is asked to respond. In cases of verbal complaints, the date and time of such shall be documented by the official receiving same. In those cases where the complainant is illiterate tape recordings of the complaint may be made and retained on file, and the bargaining unit member shall be given the opportunity to listen to the tape recording when asked to respond if he or she requests. This does not preclude the City from summarizing the essence of the complaint.

12. In such cases where an administrative investigation is initiated without a citizen complaint, and the investigation could not lead to criminal charges, the City shall not bring administrative charges later than one year after the date within which the Chief or Executive Officer had knowledge of the alleged violation. If the administrative charges are not brought within one year, the accused may be ordered to respond to the investigation, but shall not be subject to disciplinary action. The City may be granted an additional ninety (90) days for good cause shown. In the event that administrative charges are filed against an employee and such charges do not give rise to a criminal indictment, then the charges shall be disposed of by the Director of Public Safety within ninety (90) days of their filing, unless extended by mutual agreement; otherwise the charges shall be automatically dismissed.

13. If any of these procedures are alleged to be violated, such allegations shall be subject to the grievance procedure beginning at Step 3.

#### ARTICLE 31 PERSONNEL RECORDS

Whenever the City produces documents pursuant to a public records request, the City shall notify the subject member of the public records request. The City shall provide the member

the following information upon request: Who requested the records; what documents were provided; and the date the documents were requested.

ARTICLE 32  
SECONDARY EMPLOYMENT

Members shall be permitted to engage in secondary employment consistent with Division policy. The Chief will meet and confer with the Union prior to implementing any modifications to the applicable policies.

ARTICLE 33  
COMPENSATORY TIME

A. Family Days- Members may request up to two (2) days off annually and will give at least twelve (12) hours written notice of said request to the Division. Members shall use their accumulated compensatory time for the day off. Members working 24-hour shifts may take their forty-eight (48) hours of Family Day time off in twelve (12) hour increments, either the first twelve hours of the shift or the last twelve hours of the shift. Members working 8-hour or 10-hour shifts must take their two (2) Family Days off in full-shift increments.

Such request for day off shall be granted, except as follows: The City reserves the right to deny a Family Day request on all holidays listed in this contract as well as two (2) days before and two (2) days after such holidays. As it pertains to members assigned to twenty four (24) hour shifts, the City shall not be required to grant more than nine (9) Family Day requests for any one twenty four (24) hour shift. Additionally, the City reserves the right to limit usage of family days within specialized units to one (1) member per specialized unit, per day. As it pertains to members assigned to forty (40) hour work week schedules, the City shall not be required to grant more than one (1) Family Day request for each forty (40) hour payroll unit (e.g. FPB and Public Education)

for any one day. Members shall be informed of approval or denial of Family Day Requests not more than 10 days after a written or electronic request is made.

B. The City understands and agrees that compensatory time is a subject governed by the Fair Labor Standards Act (FLSA) and, as such, agrees to meet and confer with the Union within ninety (90) days to discuss usage and accrual of compensatory time. No changes will be effectuated during the term of this contract without the mutual agreement of the parties, except as otherwise required by law.

#### ARTICLE 34 MILITARY LEAVE

Employees who are members of the Ohio organized militia or other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their positions without loss of pay for the time they are performing service in the uniformed services in accordance with Cleveland Codified Ordinance Section 171.57.

A. To be eligible for the maintenance of his/her salary, the employee is required to submit a copy of his/her LES to the City within thirty (30) days of the date it becomes available to the employee. The employee is then required to pay the amount identified in his LES, as adjusted by the City, based on its current formula (the "offset" amount). The "offset" amount shall be paid to the City by the member via personal check within thirty (30) days of receiving the City's "offset" calculation.

B. For purposes of hospitalization, life insurance, vacation leave, sick leave and longevity pay, persons on a military leave of absence shall be deemed to be in service of the City.

C. The City shall have the right to deduct from the pay or other accrued benefits of the employee the amount of any “offset” pay not submitted back to the City within thirty (30) days of receiving the City’s “offset” calculation. To be eligible for maintenance of his/her regular City salary and benefits, the employee must submit to the City a copy of each LES form within thirty (30) days from the date it becomes available to the employee and must continue to timely pay back the City’s “offset” calculation.

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ARTICLE 35  
CONTRACT DURATION

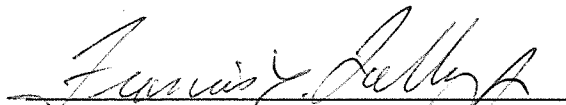
This Contract shall be effective as of the date of ratification (December 5, 2022), and shall remain in full force and effect until March 31, 2025, or as amended or modified as hereinafter provided. Negotiations on the provisions of this Contract shall begin no later than ninety (90) days prior to March 31, 2025, provided either party has notified the other party in writing of its desire to terminate and/or modify the terms herein not sooner than December 1, 2024.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of December, 2022.


**CITY OF CLEVELAND**


**ASSOCIATION OF CLEVELAND  
FIRE FIGHTERS, LOCAL 93  
I.A.F.F., AFL-CIO, CLC**

  
\_\_\_\_\_  
Mayor Justin M. Bibb

  
\_\_\_\_\_  
Francis X. Lally, Jr., President

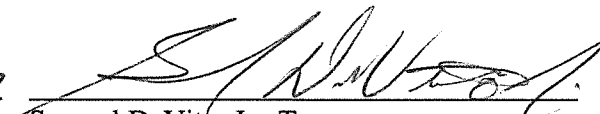
  
\_\_\_\_\_  
Mark D. Griffin, Chief Legal Officer

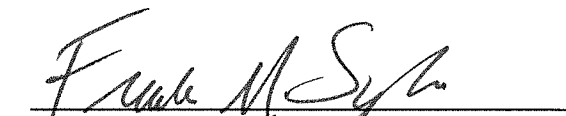
  
\_\_\_\_\_  
Thomas M. Lally, 1<sup>st</sup> Vice President

  
\_\_\_\_\_  
Paul N. Patton,  
Chief Human Resources Officer

  
\_\_\_\_\_  
Joseph A. Konys, Secretary

  
\_\_\_\_\_  
Megan Schenk, Labor Relations Manager

  
\_\_\_\_\_  
Samuel DeVito, Jr., Treasurer

  
\_\_\_\_\_  
Frank M. Szabo, 2<sup>nd</sup> Vice President

SIDE LETTER  
BENEFITS COORDINATOR AND EAP REPRESENTATIVE

The City of Cleveland agrees to establish a permanent part-time union Employee Assistance Program position and permanent part-time Benefits Coordinator position. Such individuals will be chosen according to the current practice. The positions will include an additional five hours of straight time per week at the employee's regular hourly rate. Mileage incurred in the performance of these duties will be compensated according to Article 16.



City of Cleveland  
Michael R. White, Mayor

Department of Personnel & Human Resources  
Joseph S. Nolan, Director  
801 Lakeside Avenue, Room 121  
Cleveland, Ohio 44114-1015  
216/664-3403 FAX • 216/664-3480

Revised

July 10, 1998

Mr. Kevin Gunn, President  
Cleveland Firefighters Union  
IAFF Local No. 93  
10301 Lake Avenue  
Cleveland, Ohio 44102

Re: Negotiations between the City of Cleveland and  
Cleveland Firefighters Association IAFF Local No. 93

Dear Mr. Gunn:

This letter will acknowledge that the City has assigned two of its full-time firefighters to perform additional duties — one each in the position of Benefits Coordinator and as an Employee Assistance Program representative. The two employees assigned to these positions are receiving an additional five hours of straight time pay per week at the employee's regular hourly rate and compensation for any mileage expenses incurred in the performance of their additional duties.

Sincerely

  
Joseph S. Nolan, Director  
Department of Personnel & Human Resources

HEALTHCARE ADDENDUM A  
CITY OF CLEVELAND  
MEDICAL INSURANCE PLAN DESIGN

I. COMPREHENSIVE MAJOR MEDICAL PPO PLAN (PLUS)

In-Network

- |    |  |  |
|----|--|--|
| a. | Annual Deductible:   | \$750 single<br>\$1,500 family   |
| b. | Comprehensive Major Medical:<br>(Co-Insurance percentage)  | 90% - 10%  |
| c. | Co-Insurance Annual Out-of-Pocket<br>Maximum (Excluding Deductible):   | \$1,500 single<br>\$3,000 family   |
| d. | Doctor and other Office visits:<br>--Specialists:  | \$20.00 Co-pay<br>\$30.00 Co-pay   |
| e. | Use of Emergency Room:   | \$100.00 Co-pay<br>(Co-pay waived if admitted)<br>Non-Emergency use \$100.00<br>Co-pay plus 90% Co-<br>Insurance |
| f. | Wellness/Preventive Services:  |  |
|    | Routine Physical Exam (One exam<br>per benefit period):  | \$20.00 office visit Co-pay,<br>not subject to deductible  |
|    | Well Child Care Services including<br>Exam and Immunizations (to age nine,<br>limited to a \$500 maximum per benefit<br>period): | \$20.00 office visit Co-pay,<br>not subject to deductible  |
|    | Well Child Care Laboratory Tests (to<br>age nine):   | 100% not subject to<br>deductible  |
|    | Routine Mammogram (One, limited<br>to an \$85 maximum per benefit period):   | 100% not subject to<br>deductible  |



Routine Pap Test and Exam (One per benefit period): 100% not subject to deductible

Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period): 100% not subject to deductible

CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period): 100% not subject to deductible

Routine PSA Test: 100% not subject to deductible

Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period): 100% not subject to deductible

g. Out-of-Network varies by standard carrier design.

## II. PRESCRIPTION DRUG

a. Co-Pays:

Generic (mandatory)	\$10.00
Name Brand, Formulary	\$25.00
Name Brand, Non-Formulary	\$40.00

b. Mandatory Generic Requirement - Mandate individual's use of generic drugs where available; if individual chooses Name Brand Formulary or Name Brand Non-Formulary when generic is available, individual pays the applicable Name Brand Formulary or Name Brand Non-Formulary co-pay plus the difference between the Generic and Name Brand costs.

**Note:** Coverage levels for out-of-network services will be as established by the carrier.

HEALTHCARE ADDENDUM B

HIGH DEDUCTIBLE PLAN

In-Network

- |    |  |   |
|----|--|---|
| a. | Annual Deductible:   | \$2000 single<br>\$4000 family                                |
| b. | Comprehensive Major Medical:<br>(Co-Insurance percentage)  | 80% - 20%   |
| c. | Co-Insurance Annual Out-of-Pocket<br>Maximum (Excluding Deductible):   | \$4000 single<br>\$8000 family                                |
| d. | -- Doctor and other Office visits:<br>-- Specialists:  | \$40.00 Co-pay<br>\$60.00 Co-Pay                              |
| e. | Use of Emergency Room:   | \$250.00 Co-pay<br>(Co-pay waived if admitted)                |
|    |  | Non-Emergency use<br>\$200.00 Co-pay plus 80%<br>Co-Insurance |
| f. | Wellness/Preventive Services:  |   |
|    | Routine Physical Exam (One exam<br>per benefit period):  | 100% not subject to<br>deductible                             |
|    | Well Child Care Services including<br>Exam and Immunizations (to age nine,<br>limited to a \$500 maximum per benefit<br>period): | 100% not<br>subject to<br>to deductible                       |
|    | Well Child Care Laboratory Tests (to<br>age nine):   | 100% not subject to<br>deductible                             |
|    | Routine Mammogram (One, limited<br>to an \$85 maximum per benefit period):   | 100% not subject to<br>deductible                             |
|    | Routine Pap Test and Exam (One per   | 100% not subject to   |

benefit period):	deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis (Ages nine and over, one each per benefit period):	100% not subject to deductible
CA 125 (cancer screening), Cholesterol Screening (Ages nine and over, one each per benefit period):	100% not subject to deductible
Routine PSA Test:	100% not subject to deductible
Routine Endoscopic Services (including Colonoscopy) and Colon Cancer Screening (Age over 50, one each per benefit period):	100% not subject to deductible

- g. Out-of-Network varies by standard carrier design.

**Note:** Coverage levels for out-of-network services will be as established by the carrier.

SIDE LETTER  
DENTAL AND VISION BENEFITS

Effective April 1, 2020, the City agrees to modify the Dental and Vision benefits as follows:

- Dental:                    Reduce Deductible to \$25 per person and \$50 per family  
                                  Increase Basic Coinsurance to 90%  
                                  Increase Orthodontia Lifetime Maximum to \$2,000  
                                  Increase Annual Maximum to \$2,000
- Vision:                    Increase Frame Allowance to \$150  
                                  Reduce UV copay to \$0  
                                  Enhance Eye Exam Frequency to once every 12 months (for  
                                  member aged 20 or over)  
                                  Increase Elective Contact Allowance to \$100

This side letter does not otherwise alter the terms of Article 15, Insurance.

ATTACHMENT 2  
OVERTIME POLICY

The intent of this overtime policy is to ensure overtime hiring within the Division is transparent, documentable, auditable, and reasonably equitable among the ranks (subject to operational need). Moreover, the parties acknowledge the procedure to submit overtime requests may be modified such that members submit their own overtime requests directly through Telestaff.

Battalion & Staff Unit and Specialized Unit OT sheets shall be standardized & updated. It is the responsibility of each member to ensure that the ACO and Battalions have current contact information. When a change occurs, it is the responsibility of each member to ensure the new information is provided to the ACO and Battalions. All contacts made by the ACO or their designee for overtime hiring shall be made using the information provided to them. The following information listed below shall be forwarded on the OT sheet, to the ACO or their designee, from the Battalion & Staff Unit Commanders for each member.

- Name
- Rank
- Seniority Number
- Contact number (Phone number to be used to hire member for overtime).
- Company
- Shift
- SD
- CD
- HDI – Yes or No
- Trade – Yes or No
- VAC – Yes or No

Opportunities for overtime shall be offered in rounds. A round will consist of a predetermined number of overtimes hired for each rank (i.e. FF, Lt. Capt., BC), which will give a member an opportunity to work. If you want to work during the round your number must be submitted through your Battalion or Unit and forwarded to the ACO by 1500 hours the day prior to the day of hiring. Overtime rounds hired for Specialized Units, shall be done separate from the citywide process. Calls to the ACO office shall only be permitted from the Battalion or Staff Unit Commander or his/her designee.

The predetermined number of overtimes hired for each rank in a round, shall be re-evaluated for adjustment after round three (3), after the implementation of the new policy. This will allow for adjustment in Division strength and actual hiring practices. Re-evaluation and or changes to the Overtime Policy thereafter, shall be done on an annual basis, not later than April 15<sup>th</sup> for the following 12-month period and shall be mutually agreed upon by the Administration and Local 93. Any changes shall not be instituted until the current round of overtime hiring for each affected rank has been completed.

The procedure for Specialized Unit overtime hiring shall be conducted in the same way as the citywide overtime hiring. The administration of the overtime hiring for Specialized Units shall be done by the ACO or a Unit designated by the ACO. Requests for overtime from the Specialized Units shall be sent to the ACO or the Unit designated by the ACO.

Overtime shall be hired by rank and seniority, from the requests submitted to the ACO the previous day by 1500 hours, to fulfill the minimum staffing requirements of the Division. If there is a shortfall in Division strength for the following day, pre-hiring of overtime shall occur from the requests submitted. When hiring of overtime is required and is done the day of the overtime assignment, overtime shall also be hired by rank and seniority from the requests already submitted for that day to the ACO.

A member, who has already worked in the current round, cannot be considered to be hired for overtime again in the same round unless all other requests for overtime to the ACO for that day have been exhausted.

The hiring of more than one overtime in a round shall follow the guidelines outlined in the paragraph above. The opportunity for additional overtime shall be rotated for each subsequent round, to the member with the seniority number which immediately follows the member with the most overtimes hired in the preceding round. The seniority numbers for the additional overtimes will be on a continuous loop.

If a member has not worked during the round, and the predetermined number of overtime hires has been completed, the round will end and the member shall forfeit the opportunity to work in that round and will be passed. Overtime rounds will be continuous and will not restart at the beginning of each year. When the predetermined number of overtimes has been reached in a round, the next overtime round shall start.

Notice of the hiring status in each overtime round shall be addressed as follows. The progress of hiring of overtime in a current round shall be provided by the ACO each day to the FDC and announced by Voc-Alarm to all units for each rank. The announcement shall contain the status of the round of overtime hired for each rank, by stating the number of overtimes hired out of the total predetermined number for that round. Overtime will be hired from the requests submitted to the ACO as outlined above.

The progress of the overtime rounds for each rank shall be recorded each day after the announcement by the FDC, on a log at the watch area. It is the responsibility of the individual member, to contact their unit on a daily basis if needed, to determine the status of hiring in a current overtime round.

Members unable to work overtime as a result of an HDI injury shall be allowed to Make up one (1) overtime for the each missed round for a period of up to 1 year from the date of injury.

If a member is promoted and has already worked in the current overtime round at his/her previous rank, he/she shall not be entitled to overtime in the higher rank until the succeeding round. The member shall submit all future requests to work overtime in the rounds of the higher rank.

The process of hiring overtime for special circumstances (i.e. Christmas, Christmas Ever, and Grand Prix, etc.) shall continue to be done by lottery and will not count as overtime hired in a regular round as mutually agreed upon by the Administration and Local 93.

## ATTACHMENT 3

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Cleveland ("the City") and the Association of Cleveland Firefighters Local 93 ("Local 93"). The purpose of this MOU and the incorporated General Order referenced below and attached hereto is to memorialize the agreement reached between the parties regarding a procedure for employee shift-trades. The parties agree as follows:

This MOU is intended as a supplement to the parties' 2011-2013 collective bargaining agreement ("CBA"). As such, this MOU shall be binding upon the parties and where the MOU's terms are inconsistent with the CBA, the MOU's terms shall supersede the inconsistent terms of the CBA.

The City represents that it intends on up-grading its shift-trade tracking system.

The parties agree that the terms of the MOU and the attached General Order, which is incorporated herein by reference, will govern the process for shift-trades. The parties recognize that the terms of the CBA will also govern the shift-trade process to the extent not inconsistent with this MOU.

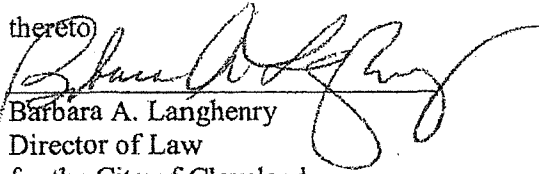
The parties agree that for purposes of implementation of the General Order only, the shift-trade banks of employees will start with a zero balance at the time of implementation. This zero-balancing shall not be construed as absolving employees from any actions related to prior shift-trades nor any shift-trade time owed at the time of the implementation of the General Order. Moreover, employees will remain responsible for repayment of any shift-trade balances existing at the time of the implementation of the General Order.

The parties agree that if the City, based on a showing of significant operational need, believes a change in the General Order is necessitated, it will first notify the Union, and upon request of the Union, shall engage in negotiations regarding its intended change for a period not spanning more than seven (7) days. If the Union ultimately objects to the modifications, it can challenge the modification by immediately demanding expedited arbitration by no later than the expiration of the 7-day negotiation period, under the rules of the American Arbitration Association ("AAA"). AAA shall issue a panel of seven (7) arbitrators and the arbitrator shall be selected through an alternate-strike method. The Arbitrator shall schedule the hearing to take place within fourteen (14) days of his selection but in no event more than twenty-one (21) days following the Union's demand for arbitration. If the Arbitrator is unable to accommodate this




schedule and the parties do not mutually agree to an extension of the decision-deadline, the last arbitrator struck from the list shall become the selected arbitrator who will be required to schedule a hearing within these aforementioned timeframes.

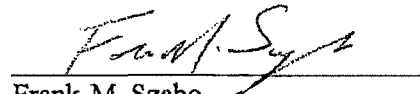
This MOU shall remain in effect for the duration of the current CBA and any extensions thereto

  
Barbara A. Langhenry  
Director of Law  
for the City of Cleveland

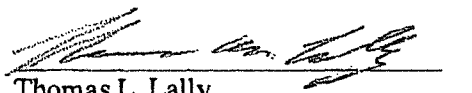
Date: 4/20/12

  
Jon M. Dileno  
Outside Labor Counsel  
for the City of Cleveland

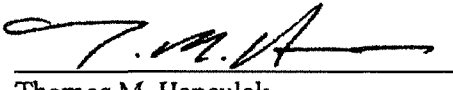
Date: 4-4-12

  
Frank M. Szabo  
President, Cleveland Association  
of Firefighters Local 93

Date: 3-28-12

  
Thomas L. Lally  
Vice President, Cleveland Association  
of Firefighters Local 93

Date: 3-28-12

  
Thomas M. Hanculak  
Outside Labor Counsel  
for Local 93

Date: 3.28.12

<b>CLEVELAND DIVISION OF FIRE GENERAL ORDER</b>	
<b>CATEGORY: COMPANY &amp; BUILDING MANAGEMENT #3-7</b>	<b>DATE:</b>
<b>SUBJECT: TRADES OF TIME</b>	

**POLICY:**

The Division of Fire will grant "trades of time" in accordance with the applicable language in the Collective Bargaining Agreement and this order. A trade of time is defined as an employee working for another employee of equal rank for a period of time as authorized and the second employee working for the first employee for a similar period of time within the designated time frames for repayment.

Trades shall be between two (2) employees only - "three-way" trades, etc., are prohibited. No other trades of time are deemed acceptable and are not authorized by the Collective Bargaining Agreement or this order. Any personnel entering into any other arrangement will be deemed to be operating outside the scope of both the Collective Bargaining Agreement and the Orders, Rules and Regulations of the Division of Fire.

The Chief of Staff or his designee shall monitor trades between any two (2) employees of the same rank of the Company or Battalion when exchanging time of at least four (4) hours. Trades initiated within one (1) hour before an employee's shift start time or during the shift must be reported immediately to the employee's on duty Company Officer and the Battalion Chief.

Once an individual has been selected for drug testing, no trades may be approved until the completion of the test. Trades may not interfere with scheduled training requirements. Employees taking trades not entered in TeleStaff shall be considered AWOL.

Employees working traded time shall not receive compensation for the time worked, and the time worked will not be counted as hours worked for purposes of overtime calculations. "Late Arrival Taken" (LAT)/ "Late Arrival Working" LAW and "Early Relief Taken" (ERT)/ "Early Relief Working" ERW are authorized for up to two (2) hours but shall not affect the original trade hours.

## **SCHEDULING OFFICE**

The Scheduling Office will ensure all parameters of General Order 3-7 were met while monitoring a trade. Any newly initiated trade may be invalidated when any of the following conditions exist and the member may be restricted from trading for up to one (1) year.

- Either exceeds the 192 hour trade hour limit.
- The employees attempting the trade are not of equal rank as outlined in the MOU and G.O. #3-07 Procedure 5.
- The ineligibility of a member due to suspension of trade privileges.
- Either employee is seeking to enter into a trade agreement that requires the employee to work more than 48 continuous hours excluding overtime.
- Either employee is off duty carried as FMLA, ODI, HDI, etc.
- Failure to notify the on duty Company Officer or Battalion Chief when required.
- Any other violation of this order.

## **BACK-TO-BACK TRADES**

Back-to-Back trades are defined as those trades where the trade taken and the trade worked are within two consecutive calendar days. Back-to-Back trades fall outside of the 192 hour trade parameter and are not counted within these totals. A member that has reached their 192 hour trade limit may still enter into a back-to-back trade providing the trade meets all other trade parameters.

## **CANCELLATION OF TRADE**

Once a trade agreement has been accepted by both members, the member now scheduled is responsible to report for duty.

In the event the members scheduled to work want to cancel the trade prior to its commencement, both members must be in agreement. Either member may initiate the cancellation which must then be accepted by the other in TeleStaff (See Tutorial). At this time, the trade will be considered cancelled but still must be removed by the Scheduling Office at their earliest convenience.

Any trades cancelled one (1) hour prior to the start of the trade, the on duty Company Officer and Battalion Chief must be notified.

Any scheduled new trade where the member scheduled to work is placed on a status where they will be off such as HDI, ODI, etc., the Scheduling Office shall cancel the trade and inform the members unless the trade is scheduled to take place within the next 14 days. A trade that is a repayment shall stand and the member off will have his/her benefit time used for that trade.

## **UNAUTHORIZED TRADES AND FAILURE TO REPORT**

An employee who cannot report to work for an approved shift trade due to sickness or injury, confinement by reason of contagious disease, emergency visit to a doctor or dentist for emergency medical or emergency dental care by a member of his immediate family, or serious illness of a member or of the employee's immediate family (emergency) shall notify the Scheduling Office or their designee as soon as practical, but in no event later than one (1) hour before the start of the shift. Prior to returning to duty, the employee shall also be required to report to the Medical Unit (no overtime or holdover will be allowed) or their designee and present an original certificate from a physician verifying the nature of the claimed sickness or injury. An employee who fails to report to work per an approved shift trade for reasons other than being on an approved FMLA or funeral leave, or who has not satisfied the conditions listed above, is subject to discipline pursuant to City policies, may be ineligible to take part in any new shift trades for up to one (1) year, and shall have the time deducted from their sick leave.

Any traded time owed at separation shall result in the nullification of the trade arrangement.

Any employee that fails to report for a regularly scheduled shift and does not have an authorized trade will be deemed AWOL, regardless of whether another member has reported for duty in his/her place.

Members are reminded that they are restricted from working overtime if off-duty on a trade except with approval from the Chief or his designee. This is inclusive of all emergency overtime. Holdover time for manpower is excluded from this policy.

## **SHAREPOINT REPORTS**

Each day by 1700 hours two trade reports will be posted under the Scheduling tab on SharePoint.

Daily Trade Report - This report lists all trade activity for a given week. It also lists those trades that are within 45 days of reaching the one year anniversary of the original trade.

Accumulated Hours Trade Report- This report details each member's available trade hours. In the trade tracking database, a member's trade balance will begin at 192 hours of available time for trade hours taken, and 192 hours will be available for trade hours worked. When a member trades time, the number of hours worked or taken will be deducted from the appropriate table. When a member reaches zero (0) in the trade taken column, that member will not be able to trade.

When a member reaches zero (0) in the trade worked column, that member will no longer be available to work for another member in a new trade.

Back-to-Back trades are independent of the 192 hour trade parameter. A member may still enter into a back-to-back trade even if he/she has a zero balance in each.

## PROCEDURE

A trade shall be entered into TeleStaff by the two employees involved and be within all guidelines. **A tutorial can be found on SharePoint.** Trades shall be monitored by the Scheduling Office for compliance. Due to technological upgrades or other operational changes, the Division may modify the notification requirements identified below. The Union shall be notified of such modifications prior to implementation.

1. A Trade of Time will be requested in TeleStaff by the 1<sup>st</sup> employee and accepted by the 2<sup>nd</sup> employee. No repayment date will be set, but employees are reminded that repays must occur within one (1) year. A repayment trade may be entered separately at any time.
2. Employees shall track their trades on their TeleStaff Dashboard.
3. All trade transactions shall also be entered in the Company journal. Journal entries of trades of less than 24 hours shall include the name and time of the employee coming into work and the time the other employee returned to work.
4. Employees shall not owe nor be owed more than 192 hours at any time (exclusive of back-to-back trades.) For purpose of this 192 hour limit, traded time worked and traded time owed may not offset each other. All traded time must be repaid within one (1) year. Employees shall not trade overtime shifts nor shall they be permitted to work overtime if off on a trade except with approval of the Chief or his designee. Employees cannot work a trade causing the employee to be on shift more than 48 consecutive hours unless the employee is on overtime.
  - a. If one year has transpired and the trade of time has not been repaid, the Chief of Staff or his designee shall contact the employee who is "owed" the time and determine a date within the next 60 days that the date shall be repaid. If no such date is acceptable to the employee owed the time, the Chief of Staff or his designee shall designate a date in the following 30 days upon which the time shall be repaid. In no instance will the time not be repaid.
  - b. If an employee is owed or owes time, and is on HDI or other scheduled time off when the payback time frame has expired, the Chief of Staff or his designee shall designate a date within 30 days upon return to work for the time to be paid back.
  - c. If a member is transferring into a specialized unit, they shall have all trades they are "owed" repaid prior to the effectuation of the transfer. If the members involved in the trade have not done so within 2 weeks of the effective date of the transfer, AC1 shall assign a shift. When a member owes time to another and transfers into a specialized unit then that trade repay may stand as previously agreed upon between the trade members. If a member is transferring out of a specialized unit, they shall have all trades they "owe" repaid prior to the effectuation of the transfer. If the

members involved in the trade have not done so within 2 weeks of the effective date of the transfer, AC1 shall assign the shift. If these requirements are not met, the transfer may be delayed. The Scheduling Office shall monitor transfers in order to ensure these trade requirements are followed.

5. Employees must be of equal rank to trade time. Lieutenants and Captains shall be considered to be equal rank. First Grade, Second Grade and Third Grade Firefighters shall be considered equal rank. Fourth Grade Firefighters may only trade with another Fourth Grade Firefighter.
6. This policy does not apply to hold-over trades per Article 7, Section C.1

By Order Of:

Anthony Luke, Chief  
Cleveland Division of Fire

SIDE LETTER  
PARAMEDIC TRAINING

Effective June 4, 2018, the City rescinds the requirement for employees to have to obtain paramedic certification, including those hired from the eligibility list in effect on June 4, 2018.

For those already obtaining certification, the City shall provide training on medical protocols and will offer functioning-examination testing.

For those members currently enrolled in paramedic programs, they will have the choice of either:

- 1) Completing the program and being afforded the aforementioned medical-protocol training and functioning-examination testing; or
- 2) Withdrawing from the paramedic program.

SIDE LETTER  
FIRE DISPATCH CENTER

The following conditions shall be applicable to members assigned to the Fire Dispatch Center ("FDC"), if and when such personnel are assigned twelve (12) hour shifts:

A) Hourly Rate

- 1) Hourly rate of pay shall be computed by dividing a member's salary by 2080 hours.

B) Holidays

- 1) All members assigned to the FDC shall receive holiday pay as described in Article 9.
- 2) In addition to the above, all members assigned to the FDC shall receive eight (8) hours added to the compensatory time bank for each of the nine (9) fixed holidays described in Article 9 for a total of seventy-two (72) hours each year, provided however that such compensatory time hours shall be added to the member's time bank in the pay period in which the holiday falls.
- 3) Members shall receive one (1) full twelve (12) hour shift off for each of the two (2) personal holidays.

C) Rest Periods

- 1) Members shall receive one (1) forty-five (45) minute paid lunch period which shall be scheduled sometime in the middle five (5) hours of the shift, unless mutually agreed otherwise.
- 2) In addition to the lunch period, members shall receive one (1) fifteen (15) minute paid break for each six (6) hours of their 12-hour shift. If the member works an additional six (6) hours, he shall receive a thirty (30) minute lunch. If an additional 12-hour shift is worked, he shall receive a forty-five (45) minute lunch and two (2) fifteen (15) minute breaks. If an additional four (4) hours is worked, the member shall receive one (1) fifteen (15) minute break.
- 3) If operational considerations result in a member missing a break or lunch period, such member shall receive straight-time compensation for all such missed rest periods (e.g. missed break results in 15-minute straight-time payment; missed break and missed lunch results in one-hour straight-time payment, etc.).

D) Shift Differential

- 1) In addition to all other compensation, members shall receive thirty-five cents (\$0.35) per hour for all hours worked between the hours of 1900-0700.



E) Maximum Consecutive Hours Worked

- 1) Members who have been subjected to emergency recall may be required to work no more than eighteen (18) consecutive hours. Members may also voluntarily work up to twenty-four (24) hours only if that member is off for no less than twelve (12) hours thereafter.

F) Overtime

- 1) Overtime shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of twelve (12) hours in a day and/or forty (40) hours in a week.

G) Vacations

- 1) Entitlement

After one (1) year	Six (6) shifts plus eight (8) additional hours
After eight (8) years	Ten (10) shifts
After twelve (12) years	Thirteen (13) shifts plus four (4) additional hours
After twenty-two (22) years	Sixteen (16) shifts plus eight (8) additional hours

Vacation shall be deducted on an hour-for-hour basis.

- 2) Selection process

- (a) Each platoon will be classified as a leave unit.
- (b) Not less than one (1) member in each unit will be granted leave per day.
- (c) Selections shall be chosen based on each member's seniority within their respective leave unit.
- (d) Vacation and personal holiday entitlement shall be combined for each member.
- (e) A member may select up to five (5) consecutive, regularly-scheduled work days. The choice of first selection will be by rank and seniority in the leave unit until the entire roster has made a selection. The process will be repeated until members have exhausted their leave entitlement.
- (f) Members shall have the right to combine compensatory time hours with partial vacation days so as to have an entire shift off, e.g., member with six

(6) shifts plus eight (8) additional hours shall have the right to use four (4) compensatory time hours to have an entire twelve (12) hour shift off.

H) Shift Selection

- 1) All shifts and platoons will be bid on an annual basis by rank and seniority.
- 2) The total number of personnel assigned to the FDC will be equally divided among two (2) shifts. Each shift shall also have two (2) platoons which shall also be equally divided.
- 3) Officers (Captains and Lieutenants) will be considered one rank. Fire fighters shall be considered one rank.
- 4) The officers and fire fighters will be equally divided among the four platoons.
- 5) The ACO will review all shift and platoon selection forms and assign members based on rank and seniority.

I) Family Days

- 1) Members shall be entitled to three (3) Family Days.
- 2) No more than one (1) member per shift shall be permitted off on a Family Day.

J) Sick Leave

- 1) Sick time to be deducted on an hour-for-hour basis. Members can strike-off in 6-hour (or 12-hour) increments.

K) Where not otherwise specified in this side letter, all other terms of this contract shall be applicable to members assigned to the FDC.

APPENDIX A  
CYCLE DAY CALENDAR

2023

**CYCLE CALENDAR**

<b>CYCLE 1</b>							
SUNDAY	C	1-Jan	5-Mar	7-May	9-Jul	10-Sep	12-Nov
MONDAY	A	2-Jan	6-Mar	8-May	10-Jul	11-Sep	13-Nov
TUESDAY	B	3-Jan	7-Mar	9-May	11-Jul	12-Sep	14-Nov
WEDNESDAY	C	4-Jan	8-Mar	10-May	12-Jul	13-Sep	15-Nov
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SATURDAY	B	21-Jan	25-Mar	27-May	29-Jul	30-Sep	2-Dec
<b>CYCLE 2</b>							
SUNDAY	C	22-Jan	26-Mar	28-May	30-Jul	1-Oct	3-Dec
MONDAY	A	23-Jan	27-Mar	29-May	31-Jul	2-Oct	4-Dec
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SATURDAY	B	11-Feb	15-Apr	17-Jun	19-Aug	21-Oct	23-Dec

**CYCLE 3**

SUNDAY	C	12-Feb	16-Apr	18-Jun	20-Aug	22-Oct	24-Dec
MONDAY	A	13-Feb	17-Apr	19-Jun	21-Aug	23-Oct	25-Dec
TUESDAY	B	14-Feb	18-Apr	20-Jun	22-Aug	24-Oct	26-Dec
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SATURDAY	B	4-Mar	6-May	8-Jul	9-Sep	11-Nov	

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CYCLE 2							
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SUNDAY	B	9-Feb	13-Apr	15-Jun	17-Aug	19-Oct	21-Dec

MONDAY	C	10-Feb	14-Apr	16-Jun	18-Aug	20-Oct	22-Dec
TUESDAY	A	11-Feb	15-Apr	17-Jun	19-Aug	21-Oct	23-Dec
<b>CYCLE 3</b>							
WEDNESDAY	B	12-Feb	16-Apr	18-Jun	20-Aug	22-Oct	24-Dec
THURSDAY	C	13-Feb	17-Apr	19-Jun	21-Aug	23-Oct	25-Dec
FRIDAY	A	14-Feb	18-Apr	20-Jun	22-Aug	24-Oct	26-Dec
SATURDAY	B	15-Feb	19-Apr	21-Jun	23-Aug	25-Oct	27-Dec
SUNDAY	C	16-Feb	20-Apr	22-Jun	24-Aug	26-Oct	28-Dec
MONDAY	A	17-Feb	21-Apr	23-Jun	25-Aug	27-Oct	29-Dec
TUESDAY	B	18-Feb	22-Apr	24-Jun	26-Aug	28-Oct	30-Dec
WEDNESDAY	C	19-Feb	23-Apr	25-Jun	27-Aug	29-Oct	31-Dec
THURSDAY	A	20-Feb	24-Apr	26-Jun	28-Aug	30-Oct	
FRIDAY	B	21-Feb	25-Apr	27-Jun	29-Aug	31-Oct	
SATURDAY	C	22-Feb	26-Apr	28-Jun	30-Aug	1-Nov	
SUNDAY	A	23-Feb	27-Apr	29-Jun	31-Aug	2-Nov	
MONDAY	B	24-Feb	28-Apr	30-Jun	1-Sep	3-Nov	
TUESDAY	C	25-Feb	29-Apr	1-Jul	2-Sep	4-Nov	
WEDNESDAY	A	26-Feb	30-Apr	2-Jul	3-Sep	5-Nov	
THURSDAY	B	27-Feb	1-May	3-Jul	4-Sep	6-Nov	
FRIDAY	C	28-Feb	2-May	4-Jul	5-Sep	7-Nov	
SATURDAY	A	1-Mar	3-May	5-Jul	6-Sep	8-Nov	
SUNDAY	B	2-Mar	4-May	6-Jul	7-Sep	9-Nov	
MONDAY	C	3-Mar	5-May	7-Jul	8-Sep	10-Nov	
TUESDAY	A	4-Mar	6-May	8-Jul	9-Sep	11-Nov	



SIDE LETTER  
SMU – RETURN TO DUTY PROCEDURES

Within sixty (60) days of ratification of the 2022-2025 Agreement the parties shall convene a meeting comprised of no more than three (3) representatives of the City and three (3) representatives of the Union to review return-to-duty related issues.