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AGREEMENT

BETWEEN

CITY OF LYNDHURST, OHIO

AND

**LYNDHURST FIREFIGHTERS ASSOCIATION, LOCAL 1676
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

EFFECTIVE JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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AGREEMENT

This Agreement is entered into between the City of Lyndhurst, Ohio, hereinafter referred to as “the City” and the Lyndhurst Firefighters Association, Local 1676 of the International Association of Firefighters, hereinafter referred to as “the Union” to be effective retroactively to January 1, 2012.

ARTICLE I - PURPOSE

The purpose of this Agreement is to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to provide for the effective and efficient operation of the City government, and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

ARTICLE II - RECOGNITION

The City recognizes the Union, Lyndhurst Local 1676 of the International Association of Firefighters, as the sole and exclusive bargaining representative of the employees covered by this Agreement. The members of the Fire Department who are covered by this Agreement are Captains, Lieutenants, Firefighters and Firefighters certified as Paramedics. Excluded from the Bargaining Unit: the Chief, and the Captain Executive Officer.

ARTICLE III - LEGALITY

It is the intent of the City and the Union that this Agreement comply in every respect with the applicable legal requirements. If it is determined that any provision of this Agreement is in conflict with superseding law, that provision shall be null and void and shall not affect validity of the remaining provisions of this Agreement.

ARTICLE IV - NON-DISCRIMINATION

Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights law, Fair Employment Practice acts, and other similar Constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their obligations not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE V - MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely and exclusively, all rights, powers, and authority, including the right to determine and to take actions to carry out the mission of the City and its Fire Department, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance;
- C. To determine the size, composition, structure, and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;

- E. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, and retain employees, and to discipline, suspend and discharge employees for just cause;
- F. To subcontract work;
- G. To allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;
- H. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- I. To determine and introduce new and/or improved equipment, methods, and facilities;
- J. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;
- K. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE VI - PRINTING AND SUPPLYING

This Agreement and any future Agreement shall be prepared, and three (3) copies supplied by the Employer for execution.

ARTICLE VII - BULLETIN BOARD SPACE

The City shall provide an area in the Fire Department where Union business may be posted on a bulletin board.

ARTICLE VIII - NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate in directly or indirectly, any strike, slowdown, job action, walk-out, concerted "sick" leave, work stoppage, sympathy strike, picketing, or interference of any kind with any operations of the City. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

Section 2. The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this Article. In the event any violation of Section 1 of this Article occurs, the Union shall immediately notify all employees that the strike job action, concerted "sick" leave, slowdown, picketing, work stoppage, or other interference of any operations of the City is prohibited and is not in any way sanctioned, condoned, or approved by the Union. Furthermore, the Union shall immediately advise all employees to return to work or to end such interference at once.

Section 3. The City shall not lock out employees for the duration of this Agreement.

ARTICLE IX - MEMBERSHIP OBLIGATIONS

Membership in the Union is not compulsory. Members of the bargaining unit have the right to join or not to join the Union as each may decide. Neither party to this Agreement shall coerce or discriminate against a member of the bargaining unit in this regard. Current employees, and all new employees, shall, within thirty (30) days of date of employment, as a condition of employment, pay a fair share fee in the event they do not wish to become a member of the Union. The fair share fee shall not exceed the regular monthly dues.

ARTICLE X - LABOR MANAGEMENT COMMITTEE

A Labor Management Committee was established to provide a better means of communication and understanding between the Union and the City. The Committee will consist of no more than three (3) representatives of the Union and three (3) representatives of the City, designated by the Mayor. The Union will notify the Chief of Fire as to the identity of the Union representatives.

Meetings will be held on the first Thursday of March, June, September and December at a mutually agreeable time and place, unless waived by mutual consent of the parties, for the purpose of discussing subjects of concern. At least one (1) week prior to a meeting, each party may submit in writing, specific discussion items. Individual grievances will not be a subject matter for discussion at these meetings. The recommendations of the committee shall be advisory in nature.

ARTICLE XI - MEDICAL SURVEILLANCE

The City agrees to implement a program of systematic medical testing for potential illness or disabilities which may arise. Should a stress test reveal a potential heart problem and therefore require further tests, the employee's share (deductible) of the cost of such tests will be borne by the City. The cost of the program shall be borne by the City. Participation by the employee shall be required and results shall be made available to the City. Should a life threatening or disabling condition be found during the medical testing, the employee may apply for retirement or disability.

ARTICLE XII - UNION ACTIVITY

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including, but not limited to, attendance at regular and special meetings,

conventions, conferences, and activities related to grievance procedures, without loss of pay or vacation time. The President and/or Vice President or their respective designates shall be allowed a combined total of ninety-six (96) hours during the year to attend to Union business without loss of pay or vacation time.

The three (3) members of the Union negotiating team shall be allowed time to attend all meetings which shall be mutually set between the City and the Union. The City shall allow Local 1676 of the I.A.F.F. meetings to occur on City property. The Mayor and Chief of the Fire Department shall be notified by the Union of the exercise of the above mentioned rights. The Union agrees the exercise of these rights shall not result in an overtime situation in the Fire Department.

ARTICLE XIII - PROTECTIVE CLOTHING AND EQUIPMENT

Section 1. The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing such as turnout coat, bunker pants, boots, nomex hood, flashlights, and other necessary devices to protect the safety and health of the Firefighter. All devices and clothing shall meet the standards for worker protection as set by Federal OSHA standards at the time of purchase. Protective clothing which is replaced shall be turned in to the City.

Section 2. The City hereby agrees to allocate the sum of Five Hundred Dollars (\$500.00) per year to the Division of Fire to be used to purchase kitchen cooking utensils and other small kitchen appliances, maintain kitchen usage supplies and repair kitchen items. The expenditures of said money shall be approved by the Fire Chief. It is understood by and between the parties hereto that this item is granted for the year 2011 and will be reviewed in subsequent negotiations

to determine the practicality of continuing this payment. Nothing in this Section will prohibit the City from replacing any items within the kitchen at the City's expense.

ARTICLE XIV - DUES CHECK-OFF

Section 1. The City will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of the members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by members of the Union for that purpose and bearing their signatures.

Section 2. The City's obligation to make deductions from the pay of an employee shall terminate automatically upon receipt of revocation of authorization, upon the termination of employment, or upon transfer to a job classification outside the bargaining unit.

Section 3. All authorized deductions will be made from the member's pay on a regular monthly basis. All deductions shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the month in which the deduction is made together with a list of members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of the funds deducted.

Section 4. The Union shall indemnify and hold the City and any of its agents harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article, or in the reliance on any notice or authorization form furnished under any provision of this Article.

ARTICLE XV - SENIORITY

Seniority for a regular full-time employee shall be that employee's length of continuous service as a full-time employee of the City. For the purpose of calculating length of service in

the Fire Department, the date and hour of appointment shall be counted. In the event that two or more employees have the same date and hour of appointment, the standing on the Civil Service Eligibility list shall determine seniority. The employee highest on the list shall be the most senior.

Seniority shall be broken and terminated when an employee: quits or resigns; is discharged; or fails to acknowledge within seventy-two (72) hours of receipt of notice of recall, an intent in writing to return to work after recall from a layoff and failure to return to work within two weeks from the date on which the City sends or delivers the employee notice to report to work (to the employee's last known address as shown on the City's records).

All newly hired employees of the Fire Department shall be considered on probation for a period of one (1) year from the date of appointment. An employee may be discharged for any reason during the probationary period and such discharge shall not be subject to the grievance procedure. The discharge or retention of a probationary employee shall be at the sole discretion of the City. If an employee's seniority is broken or terminated and then is later rehired, he shall be considered to be a new employee and subject to the provisions of this Section.

ARTICLE XVI - LAYOFFS

In the case of layoff in the Fire Department, the employee with the least seniority shall be laid off first. Employees shall be recalled in order of seniority. No new employee shall be hired until those laid off have been given ample opportunity to return to work.

ARTICLE XVII - TIME EXCHANGE

Time exchanges shall be allowed between the members of the Fire Department subject to approval of the Fire Chief or his duly authorized designate provided seventy-two (72) hours of notice is given to the Chief and each Shift Officer involved. Time exchanges between Officers

and Class "A" Firefighters shall be allowed provided the above requirements are met and that there is an Officer on duty on each shift. Any abuse of time exchanges or patterned use of such shall be just and sufficient cause to terminate time exchanges for the individual at the sole discretion of the Fire Chief.

ARTICLE XVIII - COMPASSIONATE LEAVE

An employee shall receive two (2) tours of duty off with pay in the event of a death in the immediate family. Immediate family shall be limited to spouse, child, parent, mother-in-law, father-in-law, or any blood relative living under the same roof. An employee shall receive one (1) tour of duty off with pay in the event of a death of the employee's brother, sister, grandparents, grandchildren, stepparents, brother-in-law, sister-in-law, and stepchildren. An employee may receive, at the discretion of the Safety Director, with the concurrence of the Fire Chief, some time off with pay in the event of a death in the family other than the above.

ARTICLE XIX - MISCELLANEOUS LEAVE

Employees shall receive time off, in the event of a family emergency situation in which the presence of the employee is needed. Such time off shall be deducted from the employee's sick leave.

ARTICLE XX - PROMOTIONS

All promotions in the Department shall be made pursuant to competitive examination which shall be of such character and relate to such matters as will fairly test the relative overall fitness of the persons examined to discharge the duties of the position to which they seek appointment. The examinations shall relate to those matters which test the ability of the person examined to discharge the particular duties of the position sought, and may contain such practical and theoretical questions as, in the judgment of the Civil Service Commission, pertain

to such position. The examinations shall be administered by an independent entity selected by the City. The examinations shall be conducted in writing, or orally, or any combination thereof, and may be administered through an “assessment center” process or other procedure. In addition, the City’s Civil Service Commission’s Rule VIII, Sections 1 through 9 (inclusive) will apply to promotions.

ARTICLE XXI - JURY DUTY

An employee of the Fire Department serving on jury duty shall continue to receive his regular rate of pay during his jury duty. The employee who serves on a jury shall return to the City any compensation received as a result of service on a jury. Voluntary jury duty will not be reimbursed.

ARTICLE XXII - CALL BACK PAY

Any employee who is required to return to work from home after leaving his regular shift shall be paid at his regular overtime rate of pay for at least three (3) hours.

ARTICLE XXIII - JOB-RELATED MEDICAL LEAVE

Any employee of the Department unable to work as a result of a job-related or on-duty disabling condition, certified by a City-designated physician, which is not of a permanent nature, shall be entitled to a leave of absence at the employee’s rate of pay for up to ninety (90) days from date of injury. A job-related or on-duty disabling condition shall be defined as one arising from an emergency situation or simulated training exercises. If, during the ninety (90) day leave period, the employee is unable to engage in the full range of firefighting activities, but is able to perform any light duty assignments, the City has the authority to return the employee to work in light duty status. In such an event, the 90-day leave period would be tolled. Light duty

assignments include those set forth in Article XXIV (LIGHT DUTY) of this Agreement, as well as those duties that a physician designated by the City states that the employee is able to perform.

If an employee performs light duty before fully recovering from the disabling condition, and it is subsequently determined by a City-designated physician that the employee is medically unable to perform firefighting or light duty work, the employee may return to the job-related medical leave of absence that was tolled until the 90-day period expires. In such an event, the employee shall be entitled to the balance of the previously-tolled job-related medical leave of absence.

The City will maintain regular payments into health insurance and pension plans to ensure continued coverage for the employee and any dependants for the duration of the period of time which the employee is medically certified as unable to work. Seniority, vacation and pension credits shall be given for the time spent on such a leave of absence.

Job-related medical leave is intended to be only temporary in nature. As such, each case of leave under this Article shall be reviewed and re-evaluated on an ongoing basis by the Chief, and the parties agree that their common goal is to return employees to work in light duty or regular duty status as soon as possible.

For so long as the employee is using Job-Related Medical Leave, any recovery under Worker's Compensation shall be paid to the City or returned to Worker's Compensation Bureau.

ARTICLE XXIV - LIGHT DUTY

If an employee in the Department sustains a non-job related injury or condition, certified by a physician designated by the City, which would prohibit him from engaging in the full scope of firefighting activities, including emergency medical service activities, the City has the authority to return the employee to work in light duty status. Light duty in the Department shall

include Fire Prevention activities, record keeping, light daily cleaning and other such duties which will not cause further aggravation to the injury in the opinion of the City-designated physician.

Hours to be worked on light duty shall be assigned by the Chief of the Department. Notwithstanding any language in this Agreement which may suggest otherwise (including Article XXIII), it is expressly understood that the Chief of the Department may assign light duty work to any employee who is unable to perform the full scope of work activities, provided that the light duty work is consistent with the medical restrictions reasonably placed upon the employee by the City's physician.

If the City elects to return an employee to work in light duty status under this Article, the City's physician will determine the additional duties the employee may perform beyond those specifically set forth in this Article.

Light duty status is intended to be only temporary in nature. As such, all light duty assignments under this Article shall be reviewed and re-evaluated by the Chief on an ongoing basis. In any event, light duty under this Article shall not exceed ninety (90) days.

ARTICLE XXV - GRIEVANCE PROCEDURE

Section 1. 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 procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the Department.

Section 2. A grievance is any dispute or difference between the City and the Union or between the City and an employee, which concerns the interpretation and/or application of and/or compliance with any provisions of this Agreement including all disciplinary actions. It is

understood that the Union may submit any grievance over the reasonableness of the City's rules and regulations, in connection with their establishment, modification, or enforcement, through this grievance and arbitration procedure.

Section 3. The following procedure shall apply to all grievances arising under this Agreement.

Step 1. An employee who has a grievance should meet with his immediate supervisor to attempt to resolve the grievance on an informal basis.

Step 2. If the matter is not resolved in the informal manner described in Step, 1, a written grievance must be filed with the Chief of Fire or his designated representative within fourteen (14) calendar days of the alleged violation of this Agreement. Within fourteen (14) calendar days after the filing of the grievance, a meeting will be held among the Chief of Fire or his designated representative, the grievant employee(s), and if the employee(s) so elect (or in the case of a grievance filed by the Union), a representative of the Union. Within fourteen (14) calendar days of this meeting, the Chief of Fire, or his designated representative, shall issue a written answer to the grievance.

Step 3. If the grievance is not satisfactorily settled in Step 2, the grievant employee and/or the Union may file an appeal with the Mayor or his designated representative within fourteen (14) calendar days after receipt of the Step 2 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Mayor or his designated representative shall reply within fourteen (14) calendar days from receipt of that appeal.

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) calendar days after the Step 3 answer was issued. If the City and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of arbitrators from the American Arbitration Association and an arbitrator will be chosen in accordance with the Association's then applicable rules and regulations. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the parties.

Section 4.

- A. To be considered valid, a grievance must be filed in writing within fourteen (14) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.
- B. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once the grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 5. The Union shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 6. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union, and the employees.

Section 7. An employee receiving a verbal or written reprimand for any alleged misconduct who believes that the reprimand is unjustified may submit a written statement to be placed in the employee's personnel file regarding the event.

ARTICLE XXVI - COMPENSATORY TIME

The employee, at his discretion, may choose to take time off in lieu of overtime pay. The employee may accumulate unlimited compensatory time during the year but may only carry over one hundred (100) hours from year to year with the balance of hours over one hundred (100) paid to the employee at his normal rate of pay at year's end. An exception will be made when an employee earns overtime after the year-end pay down, and before the beginning of the following year. In this event, the banked compensatory time will be added to the following year's total. The employee may elect to take such time in a minimum of one hour periods, with the approval of the Chief. Should an overtime situation result because of the use of compensatory time, the compensatory time must be taken in a minimum of eight (8) hour periods.

ARTICLE XXVII - HOSPITALIZATION

Section 1. After three (3) months of continuous employment, the City will provide coverage for members of the bargaining unit under a hospital and medical group insurance plan. Any decision by the City to change carriers or the benefit plan will be discussed with the Union

before implementation. However, before there can be any meaningful reduction in the benefit level, there must be mutual agreement between the Union and the City before implementation.

Section 2. The City and the Union will continue to participate in the current Health Care Task Force comprised of representatives from the City, other bargaining units, and non-union personnel. The Task Force will be responsible for continuing its study of health care and health care cost containment and for formulating recommendations which will be considered by the City.

Section 3. The City and the Health Care Task Force in coordination shall determine annually how to absorb and/or to distribute mutually agreeable shares of any health care cost increases between the City and the employees. The Health Care Task Force will analyze cost containment measures, including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug changes, and changes in providers, and will recommend appropriate measures for implementation. The background for this new agreement for controlling health care costs was the collaboration of the City and the unions through the Health Care Task Force. The parties have now agreed to remove the “cap” language from this contract and the City, the Union, and the Health Care Task Force have agreed to continue to implement, as in the past, cost containment measures in a manner that is fair and equitable for both the City and its employees. The City and the Union agree to implement any agreements of the Health Care Task Force. If the Health Care Task Force is unable to reach agreement concerning such measures, the City may implement such measures consistent with the terms and spirit of this section, and, if the union disagrees, it may file a grievance and submit the matter to binding arbitration.

Section 4. Notwithstanding the foregoing, the City will bear the full cost of any increase to the City in its cost of health care per eligible employee from calendar year 2012 to calendar year 2013, and from calendar year 2013 to calendar year 2014, up to the cost that it paid per eligible employee for health care in 2011, whether for the same or a different plan. Any cost increases above the amount paid per eligible employee in 2011 will be borne approximately equally by the City and the employees. The manner in which such increases are shared, such as by premium payments or changes in benefit levels, will be determined by the Health Care Task Force as provided in Section 3 above, including the right to submit a grievance over the matter to binding arbitration.

Section 5. The City shall maintain a cafeteria plan with respect to health care costs in accordance with Title 26, Subtitle A, Chapter 1, Subchapter B, Part III, Section 125 of the Internal Revenue Code.

ARTICLE XXVIII - OVERTIME PAY

Overtime hours shall be defined as those hours worked in excess of 192 hours during a 27-day period. Overtime hours shall be compensated at a rate determined by dividing the employee's annual base rate, including paramedic pay if applicable, by 2589.6 hours except for the employee serving as Fire Prevention Officer whose annual base rate shall be divided by 2080 hours and shall be paid for at the rate of time and one-half times the rate so determined for the individual in accord with Ordinance 85-60. The Chief of Fire shall determine the appropriate cycle in accordance with an average workweek of 49.8 hours. Vacation, holidays and sick leave during any portion of a work period shall be counted for the purpose of determining the existence of any overtime worked during that period.

ARTICLE XXIX - ASSIGNMENT OF OVERTIME

Assignment of overtime in the Department shall be assigned on the basis of seniority. In the event of overtime, the employee standing first on the list of seniority shall be offered the overtime. Should he decline the overtime, his name shall be placed at the bottom of the seniority list and the employee standing next on the list of seniority shall be offered the overtime. This procedure shall continue until the overtime is filled.

In the event of overtime which requires that an officer fill the overtime, the officer overtime shall be filled in a like manner as above. In the event of overtime which requires that a paramedic fill the overtime, the paramedic overtime shall be filled in a like manner as above.

Should the overtime not be filled after all Fire Department employees have been contacted on the seniority list, the overtime shall be assigned by the Chief of the Fire Department.

The provisions of this Article shall not apply to emergency call back situations.

ARTICLE XXX - SICK LEAVE

Section 1. Members of the bargaining unit shall be entitled to sick leave of 4.6 hours for each eighty (80) hours of service or fraction thereof including vacation and holidays, but not to include any overtime hours or hours of paid sick leave. For calendar year 2012 only, sick leave shall accrue during paid sick leave.

Section 2. Employees may use sick leave, upon approval of the Mayor or his authorized representative, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and for illness or death in the employee's immediate family. The Mayor or his authorized representative may require the

employee to furnish a satisfactory affidavit or medical report to confirm that his absence was caused by illness due to any of the causes listed in this Section.

Section 3. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled non-overtime work.

Section 4. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon re-employment with the City, provided that such employment with the City takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 5. Any member of the bargaining unit with ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions shall receive payment, at the time of retirement, for not more than a maximum of 318 hours unused sick leave time based on a formula of one-fourth (1/4) of the employee's accrued but unused sick leave at the time of retirement, but not to exceed a maximum accrual of 1272 hours. A member of the bargaining unit who has been employed with the City of Lyndhurst for the period of time required shall be paid for accrued but unused sick leave at the time of retirement an amount which shall be the greater of the 25% or the other percentages of unused sick leave set forth in this Section 5 as follows: 15 years -- 30%; 20 years -- 35%; 25 years -- 40%; 30 years -- 45%. The accrual of unused sick leave used for this formula shall not exceed a maximum accrual of 1,272 hours. In addition to that amount, the City will pay 50% of the accumulated sick leave which exceeds 1,272 hours.

The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

An eligible employee must apply for payment of accumulated sick leave from his appointing authority within 120 days after eligibility.

In the case of the death of an employee while on the City payroll, if the employee had ten (10) or more years of cumulative public service with the State of Ohio or its political subdivisions, accumulated sick leave shall be paid to his personal representative under the same terms and in the same manner as provided upon retirement above.

Section 6. In December of each year, for any employee (a) who has accumulated more than 1,272 hours of sick leave and (b) has used less than 60 hours of sick leave during the preceding twelve-month period from the second pay period of December for the previous year through the end of the first pay period of December for the current year, the City will, at the employee's option, buy back up to 60 hours of the sick leave so that the total hours of sick leave used or paid for during that period totals 60 hours. (The City will not buy back any sick leave if the employee has used 60 hours or more of sick leave during the one-year period.) For any sick leave paid under this provision, that amount of sick leave will be treated as used and will not be credited to the employee's accumulated sick leave.

ARTICLE XXXI - LONGEVITY COMPENSATION

After the completion of five (5) full years of continuous service with the City as a regular, full-time employee, employees shall be eligible for longevity pay according to the following schedule:

At the completion of the fifth through ninth years of continuous service	2% of current annual salary
At the completion of the tenth through fourteenth years of continuous service	3% of current annual salary

At the completion of the fifteenth through nineteenth years of continuous service 4% of current annual salary

At the completion of the twentieth year and over of continuous service 5% of current annual salary

For the purpose of this Section, current annual salary shall include annual base pay and the paramedic premium if applicable. Longevity compensation shall be paid on the second payday of the month of the anniversary date of appointment. In case of death or retirement of an employee, payment of longevity compensation shall be made to the employee or his personal representative for the pro-rated portion of his service during his current anniversary year.

Employees who transfer to another department of the City (including the Municipal Court) or who have terminated and returned to service within one year shall be eligible for longevity pay as though there had been no interruption in their service except that credit shall not be given for the period of absence from the City employment.

ARTICLE XXXII - UNIFORM ALLOWANCE

The Union and the City agree to a new system for uniform allowances that replaces the current “cash-only” system. The basic provisions are as follows:

Section 1. In lieu of cash payments, new members of the department shall receive the following items upon being hired:

- | | |
|---------------------------------------|------------------------|
| five (5) short sleeve fatigue shirts | five (5) fatigue pants |
| five (5) pairs of black or blue socks | one (1) work belt |
| four (4) summer shirts w/ collar | five (5) LFD T-shirts |
| two (2) pairs of black work shoes | one (1) LFD sweatshirt |
| one (1) LFD work-out shorts | one(1)light-weight |
| two (2) breast shield (i.e. badges) | fatigue jacket |

Upon completion of his or her six month probation, the City shall provide the new employee with the following:

one (1) blue topcoat
one (1) light blue long sleeve shirt
one (1) dress cap
one (1) clip-on tie

one (1) dress blouse
one (1) pair of dress trousers
one (1) cap shield
one (1) dress belt

Section 2. For members who will have completed two or more years of service prior to June 30 of any calendar year, the City agrees to purchase the following items in a bulk order by February 28th of each year of the contract:

three (3) fatigue pants
two (2) summer shirts w/ collar
one (1) pair of black work shoes (\$100 max.)

two (2) fatigue shirts
three (3) T-shirts

Section 3. Each member with two or more full years of service, or hired before January 1, 2001, shall also have one (1) LFD sweatshirt and one (1) pair of LFD work-out shorts included in bulk order (Section 2 above).

Section 4. Each member with one (1) or more full years of service shall also receive an annual \$425 "Supplemental Clothing and Maintenance Allowance" for the cleaning and repair of uniforms and the purchase of additional items specified in the section of the Rules and Regulations pertaining to uniforms. Payments shall continue to be ½ on March 1st and ½ on September 1st of each year of the contract. Each member of the Department shall be required to replace any clothing items listed in the Rules and Regulations of the Department that are not in good condition and to replace or alter any items that have become ill-fitting, in the opinion of the Uniform Officer.

Section 5. Any member who has completed 18 months of service as of January 1, of any year of the Agreement shall be eligible to receive his or her full allotment of clothing in the bulk order for that year (Section 2 above). Members who have completed one (1) full year of service

shall be eligible for the “supplemental clothing and maintenance allowance” payment on the next disbursement date in either March or September.

Section 6. In exchange for the City’s agreement to purchase and/or provide the above-listed items and monies, the Union agrees that members of the Department will conform to the Department’s Uniform Policy, as set forth in the Rules and Regulations. The parties further agree that the City’s Uniform Officer shall conduct full formal inspections twice each year and the shift supervisors will monitor members daily in order to insure that the members continuously comply with the Uniform Policy. Pursuant to the foregoing, members who violate the Uniform Policy shall be subject to an assessment of \$50 for each violation which will be deducted from the member’s next supplemental allowance. All violations under this Article will be reviewed by the Uniform Officer and assessments shall be levied only at the Uniform Officer’s direction.

Section 7. The City may make reasonable changes to the clothing described in Sections 1, 2, and 3, provided that such changes do not significantly reduce the value of the benefits provide in those Sections.

ARTICLE XXXIII - HOLIDAY PAY

Any employee working on the shift that begins on Memorial Day (observed), Independence Day (observed), Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day shall be compensated at the rate of one and one-half (1-1/2) the employee’s regular hourly rate of pay in addition to the holiday credits. An employee working any of the above-mentioned tours shall have the option to take their 1-1/2 compensation as paid compensation or bank it as compensatory time.

ARTICLE XXXIV - WORKING OUT OF CLASSIFICATION

An employee appointed, by the Mayor, on a temporary basis to accept responsibilities and carry out duties of a position or rank above which he normally holds, shall be paid at the rate for that position or rank while so acting.

ARTICLE XXXV - SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay. The annual base pay for employees covered by this Agreement shall be as follows:

	<u>Effective</u> <u>1/1/2012</u>	<u>Effective</u> <u>1/1/2013</u>	<u>Effective</u> <u>1/1/2014</u>
Captain – Fire Prevention Officer	\$84,314	85,579	86,862
Captains	\$83,908	85,167	86,444
Lieutenants	\$74,918	76,042	77,183
Firefighter - Two years or more	\$66,892	67,895	68,913
Less than two-more than one	\$61,296	62,215	63,149
Less than one – more than six months	\$55,728	56,563	57,411
Less than six months service	\$52,145	52,927	53,721

The City agrees to maintain its current pension pick-up program which reduces the employee's gross pay by the amount of the employee's contribution to the Police and Firemen's Disability and Pension Fund and the City is then responsible for both the City's and the employee's contribution to the retirement fund.

Section 2. A member of the Department, certified as a paramedic and assigned to paramedic duties shall be paid a premium equal to five percent (5%) of that individual's Annual Base Pay.

Section 3. The average workweek in the Department shall be 49.8 hours. The scheduling of such 49.8 hour week shall be determined by the Chief of Fire consistent with operational needs and overtime considerations.

Section 4. There shall exist in the Fire Department a rank differential of twelve percent (12%) between the annual base pay for the ranks of Firefighter and Lieutenant and a differential of twelve percent (12%) between the annual base pay for the ranks of Lieutenant and Captain.

Section 5. In the event of the death of an employee as a direct result of an injury occurring in the line of duty, the City will pay Two Thousand Five Hundred Dollars (\$2,500.00) to that employee's designated beneficiary.

Section 6. If the State of Ohio imposes a requirement that Emergency Medical Technicians must pass a test that includes intubation and automatic defibrillation techniques in order to maintain certification, then employees who are EMTs (and who are not paramedics) and who pass such tests and maintain such certification will receive an annual premium of \$200.00. Such sum shall be paid to the employee in a lump sum on an annual basis as soon as practical after certification by the Chief of Fire of those eligible to be paid according to the provisions of this Section. Nothing in this Section shall be construed to relieve any employee from the obligation to secure and/or to maintain his or her EMT and/or paramedic certifications.

Section 7. Any employee who has an Associate's or a Bachelor's Degree will receive a one percent (1%) premium on the employee's base pay. In the reasonable determination of the City, the degree must be from a duly accredited college or university. Such premium shall not be effective until appropriate documentation is furnished to the City.

ARTICLE XXXVI – SCHEDULED TIME OFF

Section 1. Each eligible member of the bargaining unit (other than the Fire Prevention Officer) shall be entitled to Scheduled Time Off (“STO”) with full pay as follows:

After one year and through seven years of continuous service --	264 hours
After seven years and through fourteen years of continuous service --	312 hours
After fourteen years and through twenty years of continuous service --	384 hours
After twenty years of continuous service	432 hours

For the Fire Prevention Officer, who works a 40 hour per week schedule, Scheduled Time Off will be as follows with full pay determined on a 40 hour per week basis:

After one year and through seven years of continuous service --	212 hours
After seven years and through fourteen years of continuous service --	251 hours
After fourteen years and through twenty years of continuous service --	308 hours
After twenty years of continuous service	347 hours

Section 2. For the purposes of this Article, years of continuous service shall be determined by the most recent date of hire as a regular, full-time employee. Employment by another political subdivision of the State of Ohio shall be included when determining years of continuous service for the purpose of this Article, provided that there is no more than one month between termination from former public employment and appointment in Lyndhurst.

Section 3. All STO shall be taken at such times as approved by the Mayor or his designated representative. During STO, employees shall receive their current salary, or the proportionate amount thereof if the Mayor or his designated representative schedules such vacations into shorter periods for the convenience of the conduct of City business.

Section 4 (a) During the first year of employment, an employee's STO entitlement in that calendar year will be determined according to month of hire as follows:

<u>Month of Hire</u>	<u>STO Hours</u>
January or February	144
March or April	120
May or June	96
July or August	72
September or October	48
November or December	24

If this schedule is applied to the Fire Prevention Officer, the hours of STO will be reduced from the above schedule by multiplying a factor of .803 to reflect a 40 hour per week schedule.

(b) Employees hired during January, February, or March will also be entitled to an additional 72 hours of STO after completion of six (6) months of service. Employees hired during the months of October, November, or December will be entitled to 216 hours of STO in the following calendar year.

(c) Following the determination of the first STO period as set forth in subsections (a) and (b) of this Section, STO time shall accrue to each employee in each calendar year according to the schedule in Section 1 of this Article.

(d) STO shall be taken by an employee during the calendar year in which it accrues and may not be carried forward after December 31st.

(e) In the event an employee suffers a disabling injury or illness, certified as such by a physician, requiring an extended use of sick time and the employee has chosen STO time

which would occur during the period of time that the employee is injured or ill, the employee shall be permitted to reschedule the employee's STO for later in the year, at such time as may be approved by the Chief and will neither cause operational disruptions nor result in the additional use of overtime.

Section 5. If an employee retires or leaves employment prior to October 1st, there shall be no additional paid STO time beyond his or her entitlement of that calendar year. If an employee retires or leaves employment between October 1st and April 1st, he or she shall be entitled to one-half (½) his or her annual STO entitlement for the year in which that April 1st falls. If an employee retires or leaves employment after April 1st, he or she shall be entitled to his or her full annual STO entitlement for that calendar year.

Section 6. Effective January 1, 2013, employees will be permitted to "sell" up to two (2) tours of STO (so that the employee will receive the pay associated with the STO, but not take the time off). The City will establish a procedure for employees to make this election so that employees will receive the STO pay in the first payroll in January of each year.

ARTICLE XXXVII - DURATION

This Agreement shall remain in full force and effect until December 31, 2014, and thereafter from year to year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in O.R.C. Chapter 4117. If such notice is given, this Agreement shall remain in full force and effect as long as the parties are engaged in negotiations as provided in O.R.C. Chapter 4117.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10 day of

May, 2012.

THE CITY OF LYNDHURST

By: Joseph M. Greer, Jr
By: Mayor
By: _____
By: _____

LYNDHURST FIREFIGHTERS
ASSOCIATION, LOCAL 1676 OF
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

By: [Signature] Isaac
By: [Signature] Major
By: _____
By: _____

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