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**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF LYNDHURST  
(FINANCE DEPARTMENT)**

**AND**

**LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA LOCAL NO. 860**

**EFFECTIVE JULY 1, 2012 – JUNE 30, 2015**

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## **AGREEMENT**

This Agreement is entered by and between the City of Lyndhurst, 5301 Mayfield Road, Lyndhurst, Ohio, an Ohio Municipal Corporation, hereinafter referred to as the "City," and the Laborers' International Union of North America, Local No. 860, 3334 Prospect Avenue, Cleveland, Ohio, hereinafter referred to as the "Union."

### **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**

Section 1. For the duration of this Agreement, the City recognizes the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

Section 2. The members of the bargaining unit covered by this Agreement are all full-time and part-time employees of the Lyndhurst Finance Department, including the following job classifications:

Full-time Accountant

Section 3. The term "full-time" employee means any Finance Department employee of the City who is regularly scheduled as a full-time employee of the City of Lyndhurst to work forty (40) hours each week.

Section 4. The categories of employees excluded from the bargaining unit are all seasonal and casual employees, all confidential, supervisory and management level employees as defined by the Ohio Public Employer Collective Bargaining Act.

**ARTICLE III  
AGENCY SHOP - DUES DEDUCTION**

Section 1. Within thirty (30) days of the execution of this Agreement, all employees in the bargaining unit shall either become dues paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee in accord with the provisions of Ohio Revised Code Section 4117.09(C). Any newly hired employees in the bargaining unit shall within sixty (60) days of date of employment, either elect to become members of the Union or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the Union.

Section 2. The City agrees to deduct Union dues and fees from any member of the bargaining unit who provides written authorization for a payroll dues and fees deduction. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other liability that may arise by reason of any action of the City in complying with the provisions of the Article.

Section 3. The City shall provide the Union with the names and addresses of all new employees upon becoming employed by the City.

**ARTICLE IV  
UNION BUSINESS AND ACTIVITIES**

Section 1. The member of the Union Negotiating Committee shall be allowed to attend meetings while on duty, provided such meetings are mutually agreed to by the City and the Union. The employee appointed to represent the Union shall be granted time to perform

Union functions, including grievance procedures, subject to the approval of the Finance Director, so long as there is no additional cost incurred by the City.

Section 2. Full-time Union representatives shall be allowed to visit the employees covered by this Agreement at reasonable times during working hours to confer with the Steward and/or employees regarding grievances and administering the Agreement, but not to interfere with the progress of the work.

Section 3. The City shall provide space on a bulletin board for use by the Union for legitimate Union activity.

Section 4. Upon reasonable advance notice to the Finance Director, the Union shall be permitted to conduct on-site employee meetings. Such meetings may be held during the course of the employees' regularly scheduled working hours, provided they do not interfere with the normal operation of the City.

#### **ARTICLE V NON-DISCRIMINATION**

The parties agree that neither the City nor the Union shall discriminate against any individual on the basis of his or her membership or participation in Union matters. Both parties further agree that equal opportunity will be provided to all department employees regardless of race, color, creed, age, sex, disability, or national origin. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

#### **ARTICLE VI 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 Finance Department, determine staffing policy, and in all other respects to plan, manage, evaluate,

administer, govern, control, and direct its personnel and operation. 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, retain, discipline, suspend and discharge employees;
- 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.

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**ARTICLE VII  
HOURS OF WORK AND OVERTIME**

Section 1. The City retains sole discretion as to the need for overtime work, and all assigned overtime must be worked. All overtime must be authorized by the Mayor or his

authorized representative, except that where overtime work is performed in an emergency without prior authorization, the overtime work shall be reported to the Mayor or his authorized representative for confirmation that such an emergency existed and for authorization of the overtime work.

Section 2. Overtime hours are those hours worked in excess of forty (40) hours each week. Overtime hours shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. At the employee's option, overtime hours may instead be accumulated up to forty (40) hours as compensatory time. Such compensatory time may then be taken as paid time off if, in the City's discretion, scheduling needs so allow. When an employee has reached the forty (40) hour accumulation limit, all additional overtime will be paid in the usual fashion. Employees may elect to cash out accumulated compensatory time (in the next regular payroll) throughout the year.

Section 3. Any employee called in to work other than his or her regular work schedule shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times his or her regular rate of pay and if such call out shall occur on a holiday, the employee shall be guaranteed a minimum of four (4) hours pay at two times his or her regular rate of pay.

**ARTICLE VIII  
WAGES AND OTHER COMPENSATION**

Section 1. There will be a 1.5% wage increase each year over the next three years. The minimum hourly wages for bargaining unit positions shall be as follows:

<u>Title</u>	<u>Minimum Per hour</u>
Full-time Accountant	\$10.15

The employee in the bargaining unit serving as Union Steward shall receive an extra twenty-five cents (25¢) per hour while serving in that capacity. After an employee has served

three continuous years as Union Steward, that employee shall receive an additional twenty-five cents (25¢) per hour while serving in that capacity. The extra rates of pay provided in this paragraph are not applicable during vacation, leaves of absence and holidays.

Section 2. 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 base pay
At the completion of the tenth through fourteenth years of continuous service --	3% of current annual base pay
At the completion of fifteenth through nineteenth years of continuous service --	4% of current annual base pay
At the completion of the twentieth year and over of continuous service --	5% of current annual base pay

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 or her personal representative for the pro-rated portion of his or her service during his or her 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 (1) 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 City employment.

No longevity credit shall be given for seasonal or part-time employment.

Section 3. Life Insurance. The City shall provide a group term life insurance policy for each regular, full-time employee in the amount of the employee's annualized base hourly rate of pay (the employee's base hourly rate of pay multiplied by 2,080 hours).

Section 4. Merit Increases. From time to time, the City may in its discretion grant merit increases to the members of the bargaining unit which will be added to their regular rate of pay. For any merit increase granted during the term of this Agreement, a merit increase may be retracted in whole or in part at the City's discretion thirty (30) days after the employee involved is informed by the City that the retraction of the merit increase is being considered.

Section 5. 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 IX HOSPITALIZATION**

Section 1. After three (3) months of continuous employment, the City will provide coverage for full-time members of the bargaining unit under a hospital and medical group insurance plan.

Section 2. (a) Except as provided below, the City will, during the term of this Agreement, maintain the level of benefits provided under the current health care plan. The City agrees to maintain the level of benefits under that plan until the termination date of this Agreement, and any further decision by the City to change carriers or the benefit plan will be discussed with the Union before implementation. However, except as provided below, if there is any reduction in the benefit level, there must be a mutual agreement between the Union and the City before implementation.

(b) It is understood and agreed that the City will maintain the Health Care Task Force comprised of appropriate representatives of the City administration and City employees, including representation from Laborers' Local 860. The Task Force will be expected to study the problems of health care and health care cost containment and then formulate 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, at no cost to the employees, will continue to maintain the level of benefits provided under the current dental plan to all employees for the duration of this Agreement. Any decision by the City to change carriers or the benefit plan will be discussed with the Union before implementation.

**ARTICLE X  
HOLIDAY CREDITS**

Each full-time employee in the Finance Department shall be entitled to the following holidays with pay:

- |                       |                            |
|-----------------------|----------------------------|
| New Year's Day        | Labor Day                  |
| Memorial Day          | Thanksgiving Day           |
| Independence Day      | Day after Thanksgiving Day |
| Six Floating Holidays | Christmas Day              |

**ARTICLE XI  
VACATIONS**

Section 1. Each eligible member of the bargaining unit shall be entitled to a vacation with full pay as follows:

- |   |                   |
|---|-------------------|
| After one year and through five years<br>of continuous service --     | 2 weeks each year |
| After five years and through ten<br>years of continuous service --    | 3 weeks each year |
| After ten years and through fifteen<br>years of continuous service -- | 4 weeks each year |

After fifteen years of continuous service -- 5 weeks each year

In addition, for each year of continuous service after twenty (20) years, an employee will receive an additional day of vacation up to five (5) days as shown in the following schedule:

Twenty- one years	1 day
Twenty-two years	2 days
Twenty-three years	3 days
Twenty-four years	4 days
Twenty-five years	5 days

Section 2. For the purposes of this Article, years of continuous service for full-time employees shall be determined by the most recent date of hire as a regular, full-time employee, except as provided in Section 3 herein. Full-time 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 (1) month between termination from former public employment and appointment in Lyndhurst.

Section 3. For any regular, full-time employee who was appointed to regular full-time status directly from a part-time or seasonal position with the City without any break in service, that employee's continuous service as a part-time and/or seasonal employee, as measured from most recent date of hire without any break in service, will be added to the employee's continuous service on a full-time equivalent basis for the sole purpose of applying the vacation schedule in Section 1 above. To determine full-time equivalence, the employee's hours worked during that period as a part-time and/or seasonal employee will be divided by 2080, not to exceed full credit for such service.

Section 4. For the purpose of this Article, years of continuous service as a part-time employee shall be determined by the most recent date of hire as a part-time employee. The

amount of pay for each week of vacation provided under Section 1 shall be the part-time employee's average hours of work per week during the preceding calendar year.

Section 5. All vacations shall be taken at such times as approved by the Mayor or his designated representative. During vacations, 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. If an employee has been unable to use his or her full vacation allotment during a calendar year, the employee will be paid any unused vacation pay up to, and not in excess of, forty (40) hours' vacation pay.

Section 6. If an employee is hired after April 1st and prior to October 1st of a calendar year, he or she shall be entitled to two (2) weeks' vacation the following calendar year. If an employee is appointed between October 1st and December 31st, he or she shall be entitled to one (1) weeks the following calendar year, but only after completion of at least six (6) months employment. If an employee is appointed between January 1st and April 1st, he or she shall be entitled to one (1) week of vacation in that calendar year, but only after the completion of six (6) months of employment.

Section 7. If an employee retires or leaves employment prior to October 1st, there shall be no additional paid vacation time beyond his or her entitlement for 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 ( $\frac{1}{2}$ ) his or her annual vacation 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 vacation entitlement for that calendar year.

Section 8. After the completion of five, ten, fifteen and twenty years' continuous service, during the calendar year when an employee reaches a new level of vacation entitlement under the schedule in Section 1 above, the employee will become entitled to the additional vacation time after the employee's anniversary date in that year.

## **ARTICLE XII 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 (1) hour for every one (1) 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 or her credit upon 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. 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 work period.

Section 6. 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 three hundred (300) 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 twelve hundred (1,200) 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 twenty-five percent (25%) or the other percentages of unused sick leave set forth in this Section 6 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 twelve hundred (1,200) hours. In addition to that amount, the City will pay 50% of the accumulated sick leave which exceeds 1,200 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 the payment is made. An eligible employee must apply for payment of accumulated sick leave from his appointing authority within one hundred twenty (120) days after eligibility.

In the case of 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 or her personal representative, designated by the employee, under the same terms and in the same manner as provided upon retirement above.

Section 7. Employees may request to substitute unused vacation time for sick time in the event the employee has exhausted all sick time. Such requests shall be subject to approval by the Finance Director.

Section 8. In December of each year, for any full-time employee (a) who has accumulated more than 960 hours of sick leave and (b) has used less than five (5) sick days during the preceding twelve-month period (December 1 to November 30), the City will, at the employee's option, buy back up to five (5) sick days so that the total of sick days used or paid for that period totals to five (5). In other words, the following schedule will apply for such employees:

<u>Sick Days Used</u> <u>Dec. 1 to Nov. 30</u>	<u>Sick Days City</u> <u>Will Buy</u>
0	5
1	4
2	3
3	2
4	1
5 or more	0

(The City will not buy back any sick days if the employee has used five (5) or more sick days during the one-year period). For any days paid under this program, that amount of sick leave will be treated as used and will not be credited to the employee's accumulated sick leave.

**ARTICLE XIII**  
**EMERGENCY PAID LEAVE**

Section 1. The Mayor or his authorized representative may allow an employee paid time off work, not to exceed four (4) eight (8) hour days because of the death in his or her family of a mother, father, sister, brother, spouse or child. In the event of the death of other relatives in the employee's immediate family, the Mayor or his authorized representative may, within the above limitation, allow such time off as he deems necessary depending on the circumstances of each situation.

Section 2. The use of emergency leave is a privilege which must be specifically requested by the employee of the Finance Department and granted by the Mayor or his authorized representative and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor or his authorized representative. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credit.

**ARTICLE XIV  
PERSONAL LEAVE**

If an employee has a compelling need for time off not addressed by any other provision of this Agreement, and has used all available vacation and floating holidays, the Finance Director may, in his or her sole discretion, allow the employee to take up to four (4) weeks off without pay.

**ARTICLE XV  
JURY DUTY COMPENSATION**

An employee serving on jury duty shall be compensated for the difference between his or her regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. To receive such compensation, the employee must present the Mayor or his authorized representative with an official voucher showing the amount of jury duty pay received. Employees shall not be compensated by the City for Grand Jury service.

**ARTICLE XVI  
TUITION REIMBURSEMENT**

(This Article is not applicable to part-time employees)

The City will provide tuition reimbursement for college accredited courses, including graduate level courses, taken by employees covered under this Agreement, provided that the following conditions shall apply:

- A. The tuition for two (2) courses per quarter or semester (i.e., two (2) courses at a time), up to six (6) courses per year. The amount of tuition to be paid by the City shall be limited to the amount of the then current per-credit hour cost charged by Cleveland State University.
- B. As determined within the reasonable discretion of the City, the course must be directly related to the employee's job or must be a specifically required core course of a degree program related to the employee's job in which the employee is enrolled.
- C. The employee must obtain the City's approval of the course prior to the employee's enrollment. The City will respond within two (2) weeks of receipt by the Finance Director of a written request for approval describing the course to be taken.
- D. A grade of "C" or better must be obtained. For core courses needed for a degree which are taken on a "pass/fail," basis, a "Pass" must be obtained.
- E. Adequate documentation must be provided to the City by the employee.
- F. Participation in the tuition reimbursement program should not in any way interfere with the employee's ability to perform his or her job.
- G. By accepting the tuition reimbursement, the employee who has taken a course agrees to repay tuition if he/she does not remain in the employment of the City for two years after the completion of the courses.

## **ARTICLE XVII SENIORITY**

Section 1. 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 as a full-time employee, the date of an employee's service shall be counted from his or her most recent date of appointment as a regular full-time employee. An employee shall have no seniority during his or her probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of appointment. Seniority shall be broken and terminated when an employee:

- A. Quits or resigns;
- B. Is discharged;
- C. Is laid off more than six (6) months;
- D. Is absent without notice for three (3) consecutive work days; or
- E. Fails to report for work when recalled from layoff within three (3) work days 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).

Section 2. All newly hired employees shall be considered to be on probation for a period of ninety (90) days 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 the employee is later rehired, he or she shall be considered to be a new employee and subject to the provisions of this Section.

Section 3. Layoffs.

- A. When, in the judgment of the City, a reduction in force is necessary, the City shall determine the number of employees to be laid off and the numbers shall be laid off in order of least seniority. Upon recall, said recall will be occasioned on the basis of inverse seniority.
- B. Before hiring any seasonal or part-time people for seasonal or part-time jobs, the City shall first offer such jobs to any laid off personnel, provided that such laid off personnel can fully perform the duties required of the classification. Such recalled employee shall be paid at the rate he or she was receiving at the time he or she was laid off.

**ARTICLE XVIII  
GRIEVANCE & ARBITRATION PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interests 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.

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 Finance Director within seven (7) days of the alleged violation of this Agreement. Within seven (7) days after the filing of the grievance, a meeting will be held among the appropriate representative of the City, the aggrieved employee(s), and if the employee(s) so elect(s) (or in the case of a grievance filed by the Union), a representative of the Union. Within seven (7) days of this meeting, the management representative shall issue a written answer to the grievance.

Step 3: If the grievance is not satisfactorily settled in Step 2, the aggrieved employee and/or the Union may file an appeal with the Mayor or his designated representative within seven (7) days after the 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 in writing within ten (10) days from the 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 ten (10) 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.

Section 4. Time Limitations.

- A. To be considered valid, a grievance must be filed in writing within seven (7) 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, then the grievance shall automatically proceed to the next step of the grievance procedure.
- C. Once a grievance is originally time 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. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the City. The aggrieved employee, his Steward, and any witness shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

**ARTICLE XIX  
JOB AND EDUCATIONAL TRAINING**

In an effort to best serve the residents of Lyndhurst, the City agrees to implement a "Jobs Training Program" whereas all interested employees may be given an opportunity to train and learn all phases of the Finance Department. Approval will be at the discretion of the Finance Director.

**ARTICLE XX  
CLASSIFICATIONS AND JOB DESCRIPTIONS**

For purposes of this Agreement, all classifications and job descriptions shall be "descriptive" and not "restrictive". Each employee shall be required to perform all tasks assigned by the employee's immediate supervisor which are consistent with the services provided for the citizens of the City of Lyndhurst.

**ARTICLE XXI  
PENSION**

The City of Lyndhurst will pay that portion of the employee pension to the public Employees Retirement System (P.E.R.S.) of the State of Ohio, as mandated by the State of Ohio. The City also agrees to maintain a pension pick-up program which will reduce the employee's gross pay by the amount of the employee's contribution to the Public Employees Retirement System of Ohio and the City will be responsible for both the City's and the employee's contribution to the retirement fund.

**ARTICLE XXII  
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.

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 XXIII  
CONFLICT AND AMENDMENT**

Section 1. Should any provision of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.

Section 2. Should any provision or provisions of this Agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision or provisions.

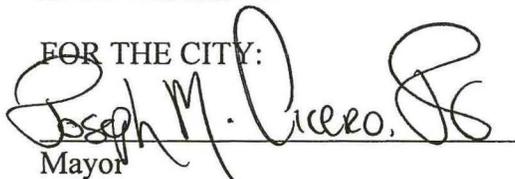
**ARTICLE XXIV  
DURATION**

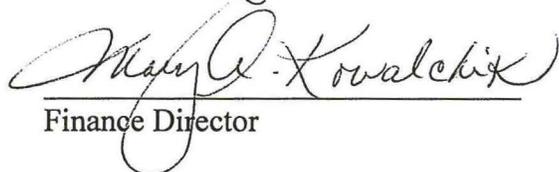
This Agreement shall be retroactive to July 1, 2012 and shall remain in full force and effect through June 30, 2015, and thereafter from year to year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in O.R.C. Chapter 4117. If such notice is given, and provided that the Union maintains its status as the exclusive bargaining representative of the members of the bargaining unit, 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 16<sup>th</sup> day of

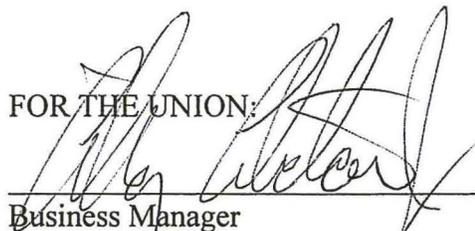
November, 2012.

FOR THE CITY:

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Finance Director

FOR THE UNION:

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Negotiating Committeeperson

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