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AGREEMENT

BETWEEN THE

CITY OF WILLOWICK

AND

THE WILLOWICK FIRE FIGHTERS ASSOCIATION

Effective January 1, 2013

to

December 31, 2013

*Note pgs 63-65 Missing

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AGREEMENT

This Agreement is made and entered into by and between the City of Willowick (hereinafter referred to as the Employer), and the Willowick Fire Fighters Association (hereinafter referred to as the Association).

Wherever in this Agreement the masculine gender is used, it shall also include the feminine gender.

ARTICLE 1

RECOGNITION AND UNIT DESCRIPTION

Section 1.

The Employer hereby recognizes the Association as the exclusive bargaining representative for all employees in the Bargaining Unit hereinafter described. The Bargaining Unit shall consist of all part-time employees in the following classifications:

1. Fire Fighter 3rd Class
2. Fire Fighter 2nd Class
3. Fire Fighter 1st Class
4. Fire Lieutenant
5. Fire Captain

Excluded are all other employees of the City of Willowick.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement or modified by provisions of 4117 of the Ohio Revised Code. These rights include the rights to:

- Determine its location, mission, and policies;
- set forth all standards of service offered to the public;
- maintain order;
- hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees;
- relieve, discharge, suspend, demote, or otherwise discipline employees for just cause;
- terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work for more than one (1) year normally required of Fire Fighters/EMT;
- make, publish, and enforce reasonable rules and regulations;
- determine classifications within, and the size, duties, and qualifications of the work force;

- determine work shifts;
- schedule and assign work, including overtime;
- reorganize, discontinue, reduce, or enlarge any department, proportion thereof;
- determine the methods and means of the work;
- determine the numbers of personnel required;
- establish the standards of work;
- introduce new or improved methods, equipment, or facilities; contract out for goods and services;
- to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

Section 2.

The City of Willowick has the sole right and authority to determine the purpose and mission of the Employer and the amount of budget to be adopted thereto.

Section 3.

If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer shall advise the Association of the nature of the emergency. The

Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Association.

Not more than ten (10) days after a declared emergency has ended, all suspended provisions of this Agreement shall regain full force and effect.

Section 4.

With regard to any grievance arising out of the suspension of any provisions of this Agreement by the Employer in the exercise of its rights under Section Three (3) of this Article, all time limits set forth in the grievance procedures of this Agreement shall be tolled until the emergency is over and the suspended provisions shall have regained full force and effect or, at the option of the Association, until the Association shall have received the Employer's written confirmation of its advice regarding the nature of the emergency if it has not already received the same by the time the suspension of provisions is ended.

ARTICLE 3

NON-DISCRIMINATION

Section 1.

The Employer and the Association agrees not to discriminate against any employee for their activity in behalf of, or for membership or non-membership in the Association.

The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, religion, color, national origin, or sex.

ARTICLE 4

HOURS OF WORK

Section 1.

Work periods and schedules shall be determined by the Employer subject to change as reasonably necessary to meet the operational needs of the Department. Reasonable notice of schedule changes shall be provided to employees affected prior to the next scheduling cycle, except in an emergency situation. Subject to the grievance procedure contained herein.

Normally, the designated work periods will be:

AM - 06:00 hours to 12:00 noon

PM - 12:00 noon to 18:00 hours

NW - 18:00 hours to 06:00 hours

The designation of normal work periods does not preclude the Employer from establishing other shifts such as a mid shift or establishing new work periods to meet the operational needs of the Department.

Section 2.

Each active duty personnel shall work no less than thirty-six (36) hours station duty per month. By such requirement, the Employer does not guarantee employees thirty-six (36) hours of work or on a desired shift. Such provision may be waived by the Chief for good cause and cases such as sick leave or vacation. An employee unable to work the required hours shall provide the Chief a written statement showing where he has a legitimate excuse to

work less than the required hours per month, not to exceed six (6) months. An authorization by the Chief shall be permitted for a first incidence in a calendar year, not to exceed a one (1) month period. In each case, the employee and the Association shall be informed of such personnel so waived in writing by the Chief.
In extenuating circumstances, at the discretion of the Fire Chief, the station duty requirement may include hours worked and paid for other than station duty hours. Such authorization by the Fire Chief will be subject to approval of a request submitted in writing by the employee, explaining the nature of the extenuating circumstances.

Employees shall normally not work more than one hundred and six (106) hours in a bi-weekly pay period unless emergencies warrant. If such instances should occur, pay will be at one and one-half (1-1/2) times the employee's applicable established hourly rate of pay for any hours worked over one hundred and six (106) in a fourteen (14) day pay period.

ARTICLE 5

CHECK-OFF

Section 1.

The Employer will notify the Association, at the time of hire, or of termination of employment, of the name and effective date of employment or termination of any employees so affected.

Section 2.

Employees may join or not join the Association as a personal choice.

Section 3.

A. Subject to the Association's compliance with Sections (A) and (B) hereof, and 7 (D), the Employer will deduct Association membership dues on a bi-weekly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have voluntarily signed dues deduction forms authorizing said deductions, and shall forward the proceeds of such deductions to the Association within thirty-one (31) days of such deductions.

B. The Employer will deduct, as a condition of employment, (subject to the Association's compliance with the provisions of Sections Seven (7)(B) and (D) of this Article and the establishment of a rebate procedure afforded equally to all employees covered by this agreement in compliance with any applicable state and/or

federal law, which procedure shall have been filed with SERB) a "fair share fee" equal to the amount established as dues for members of the Association, on a bi-weekly basis corresponding to the Employer's regular pay dates, from the wages of those employees who have not joined the Association, and shall forward the proceeds of such deductions to the Association within thirty-one (31) days of such deductions.

C. After sixty (60) days of employment as a new employee, the Employer will begin the appropriate dues deductions for Association members during the pay period following the pay period in which an employee's dues authorization card as specified in Section Seven (7)(A) of this Article) is received by the Employer, or will begin "fair share fee" deductions for non-members upon compliance by the Association with the provisions of Section Seven (7)(D) of this Article, or next following the Association's compliance with Section Seven(7)(D)of this Article, whichever occurs later. Regardless of the reasons for termination of an employee, no deductions will be made for terminated employees for the pay period in which the termination is effective.

Section 4.

Any Bargaining Unit employee who objects to paying the "fair share fee" because of religious beliefs shall, upon submission of

such objection to the Employer, Association, and SERB in writing certifying the reasons therefore, be exempted from paying any "fair share fees," as provided in Section 4117.09(c) of the Ohio Revised Code.

Section 5.

The Employer shall make the bi-weekly deductions specified above to the extent that each employee's wages are; during each bi-weekly pay period, sufficient to meet the deductions required. The Employer shall not be responsible for collections, computations, or designation of funds that remain uncollected due to an employee's insufficient payroll earnings. If for any reason a required deduction, or portion thereof, is not made from any employee's bi-weekly pay, upon certification from the Association of any deficiency in any required deduction, a sufficient amount will be deducted from the first pay in which the employee has sufficient earnings from which to recover the amount of such deficiency.

Section 6.

When forwarding to the Association the proceeds of the deductions provided for herein, the Employer will provide the Association with a bi-weekly or monthly record of the dues and "fair share fees" deducted for each employee and the total amount deducted and forwarded to the Association.

Section 7.

The Employer's obligations to make the deductions set forth

above, and to forward the proceeds there from and records thereof to the Association, are subject to the following conditions:

A. The Association will provide the Employer with written individual dues deduction authorization cards for each member, which cards will be signed by both the employee and an appropriate officer of the Association and will clearly authorize a voluntary dues deduction from the wages of the employees on a bi-weekly basis corresponding to the Employer's regular pay dates. The Association will provide the Employer, in writing, with the amount of the authorized bi-weekly deduction for each employee. Such authorized amount shall be uniform in dollar amount or shall require no calculation by the Employer.

B. The Association shall furnish the Employer with the name, title, and address of the authorized person to whom payments and records are to be sent.

C. The dollar amount of bi-weekly deductions shall not be changed more than twice during any twelve month period. If the amount of any deduction, once certified by the Association, is changed, the amount deducted from the earnings of employees who are subject to such deductions shall not be increased or decreased until the next pay period after the pay period during which written notice of such change is received by the Employer from a duly authorized officer of the Association.

D. The Association will have provided the Employer with a current typed listing of the names of employees who are subject to the bi-weekly wage deductions contemplated herein, showing the amount of bi-weekly deductions for each employee and the total bi-weekly deductions for the entire Bargaining Unit. This listing shall be signed and dated by an authorized officer of the Association. Thereafter, written notice of any changes in said list, signed and dated by a duly authorized officer of the Association, shall be delivered to the Employer within thirty (30) work days of each change. The Employer shall have no duty to effectuate any changes in said listing until the pay period following that pay period in which it receives such written notice.

E. The Association and its members shall indemnify and hold harmless the City of Willowick and its various officers, employees, and officials, whether elected or appointed, against any and all suits, claims, actions, or administrative proceedings arising out of or connected with the imposition, determination, or collection of "fair share fees" or membership dues, and shall indemnify and hold harmless the Employer and its various officers, employees, and officials, from and against any and all liability imposed upon it or them or any of them as a result of any suit, claim, action, or administrative

proceeding arising out of or connected to such matters, and shall reimburse the same for any and all expenses incurred in defending any such suit, claim, action, or administrative proceeding, including, but not limited to, expenses, attorney's fees and court costs. The Association and its members may, if agreement can be obtained with the same at the time when any such controversy arises, partially discharge this obligation to indemnify against, or reimburse for, expenses, by providing the same with legal counsel and a legal defense acceptable to the same.

ARTICLE 6

ASSOCIATION REPRESENTATION

Section 1.

The Employer agrees that no more than two (2) non-employee accredited representatives of the Willowick Fire Fighters Association, shall be admitted to the Employer's facilities and sites during working hours upon prior notification to the Employer. If more than two (2) representatives are requested to attend, prior approval of the Employer shall be obtained.

The Association agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate an appropriate meeting place for such visits.

ARTICLE 7

BULLETIN BOARD

Section 1.

The Employer shall permit reasonable space on the day room bulletin board to post notices of a general and business nature for the Association membership and other department employees who may have an interest.

Section 2.

Items posted on the bulletin board shall be of a non-political nature. Any libel, defamatory or offensive materials against employees, the City, or the Union shall be removed upon notification by the Employer.

ARTICLE 8

ASSOCIATION BUSINESS

Section 1.

Employees elected or appointed to represent the Association or the Bargaining Unit shall be granted time off to do their Association functions that meet the operational needs of the Department. Such time off to attend meetings or represent the Bargaining Unit shall be in an unpaid status.

Section 2.

Membership meetings of the Association may be held at the Fire station with advance notice being given to the Chief. Neither committee nor membership meetings shall disrupt the operations of the Fire Department or any other business of the Employer. Such meetings shall not preclude nor prevent employees from performing required assigned duties. The assigned duty crew will be the first responders, unless otherwise ordered by the Shift Commander.

Section 3.

A Labor-Management Committee consisting of two (2) representatives of the Employer and two (2) Association representatives shall be established. The Committee, upon request of either party, may meet once each quarter or as mutually agreed, for the purpose of discussing and/or resolving any mutual work related problems. Such meetings shall be closed to the public including the press, unless otherwise mutually agreed by both parties. Either party requesting a meeting shall prepare and

submit an agenda to the other party one (1) week prior to the requested meeting.

The Committee shall not have the authority to alter provisions of this Agreement, but may make recommendations to the Association and the Employer.

ARTICLE 9

UNIFORMS

Section 1.

Each new Fire Fighter/EMT will be provided one (1) issue of fire fighting safety clothing that will consist of at least a helmet, fire boots, fire coat, bunker pants, fire gloves, and fire-resistant hood.

Each new Fire Fighter/EMT will also be provided one (1) set of Class B and Class C station uniform clothing as defined by Willowick Fire Department Policy and Procedure 201, Uniforms. Included with the initial uniform purchase shall be one (1) set of sleepwear.

Section 2.

Upon certification as a Fire Fighter/EMT First (1st) Class, such Fire Fighter/EMT shall be provided a Class A dress uniform as defined by Willowick Fire Department Policy and Procedure 201, Uniforms.

A Fire Fighter/EMT who is promoted to a ranking position shall be provided an officer Class A dress uniform, two (2) Class B uniform shirts, and two (2) Class C uniform shirts as defined by Willowick Fire Department Policy and Procedure 201, Uniforms.

Maintenance and replacement shall be the responsibility of the employee for items provided in this Section.

Section 3.

The Employer will provide or pay one hundred percent (100%) of

the cost of replacing fire fighting safety clothing that has been damaged during the performance of required duties or is sufficiently worn to an extent which, in the opinion of the Fire Chief, would make the safety clothing unacceptable, or unsafe for normal fire suppression activities.

Section 4.

Whenever, in the performance of his duties, a Bargaining Unit employee suffers damage to his uniform (or to civilian clothing when assigned to duties which require the wearing thereof, or when responding to a radio/pager call) or other official equipment (including personal equipment used in the performance of his duties) he shall be, upon the approval of the Fire Chief and Director of Public Safety, reimbursed to the extent of the loss suffered or in the sum of two hundred fifty dollars ($250.00), whichever is less.

Section 5.

All issued equipment, articles, manuals, and clothing provided by the Employer shall be returned upon termination of service. At the discretion of the Employer, certain clothing items may be kept by the employee.

Employees failing to return all equipment, articles, manuals, and clothing shall be responsible for a replacement cost of items not returned; paid for by a payroll deduction or other manner.

ARTICLE 10

COURT AND MILITARY COMPENSATION

Section 1.

Employees shall be compensated a minimum of four (4) hours for time an employee is required to appear before a court of law or similar official agency in behalf of the City of Willowick as a result of a duty related incident. Such employees shall either receive compensation based on their hourly rate with the City of Willowick or be reimbursed for actual loss of base rate wages, excluding any premiums, from the member's full-time employment if scheduled to work such full-time employment. Satisfactory evidence of such loss shall be provided to the Employer prior to reimbursement. This provision shall not apply in actions between the employee and the Employer or in criminal prosecution of the employee.

Section 2.

As required and established by State and/or Federal code, an employee on military leave shall be compensated an amount determined by the average paid in the previous twelve (12) month period. Such payment shall be made not to exceed a thirty-one (31) day period. Such leave shall not reduce the employee's seniority status.

ARTICLE 11

SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service with the City of Willowick Fire Department from the last date of hire as a part-time Fire Fighter/EMT. There shall be no computation of time as seniority, while on an approved unpaid leave. Seniority dates shall be re-established as a result of such leave.

Section 2.

Whenever more than one person is appointed to the Department on the same day, the seniority of each individual as it relates to others appointed the same day, shall be determined by the test scores with highest being senior.

Section 3.

Seniority shall be terminated when an employee:

A. Quits or resigns, unless rehired within one (1) year. There shall be no computation of time as seniority during the period between termination and rehire;

B. Is discharged for just cause;

C. Is laid off for a period of more than twelve (12) consecutive months;

D. Is absent without leave for three (3) or more consecutive scheduled work days.

E. Fails to report for work when recalled from layoff

within fourteen (14) days of receipt of the recall notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent, the laid off employee will be considered to have voluntarily resigned;

F. Retires;

G. Fails to report for work upon expiration or cancellation of an approved leave of absence within fourteen (14) days of receipt of the expiration or cancellation notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent, the laid off employee will be considered to have voluntarily resigned.

ARTICLE 12

DISCIPLINARY ACTION

Section 1.

No employee shall be disciplined and except for newly hired probationary employees, no employee shall be discharged or removed except for just cause. When just cause for imposing disciplinary action upon an employee is determined by the Employer to exist, such action will be imposed, whenever practicable, in such a manner as to avoid embarrassing the employee before other employees or the public.

Section 2.

Disciplinary actions or measures may include, in order of severity, but are not limited to, any of the following:

A. Oral Warning

B. Written Reprimand

C. Suspension

D. Demotion

E. Discharge

Section 3.

A. Oral warnings or written reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.

B. All employees who may be subject to any disciplinary action more severe than an oral warning or written

reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice)before a management representative who is not involved in any of the events upon which the intent to discipline is based.

C. The notice of intent required by this Section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a disciplinary hearing upon those charges, his right to representation of his choice other than at the Employer's expense, and the date, time, and location of the disciplinary hearing to be afforded him, which date and time shall be at least twenty-four (24) hours after his receipt of the notice of intent. A copy of this notice shall be delivered to a designated Association representative, on duty at the time, contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Association has a representative on duty.

D. Prior to the scheduled time for hearing the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the

existence of just cause for imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Association, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.

E. At the hearing provided for herein, the employee shall be afforded an opportunity to respond to the charges against him, and to advance any versions of events, explanations, or mitigating circumstances which he believes operate to his benefit.

Section 4.

Any employee receiving a written reprimand, suspension, demotion, or discharge may appeal such penalty through the grievance procedure at that step which involves a management representative of greater authority than the authority of the management representative who conducted the disciplinary hearing and imposed the discipline, or, if there is no management representative of greater authority, at the level of Arbitration. Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 1.

A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the Employer, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. The propriety of, and the procedures followed by the Employer in, all disciplinary suspensions, demotions, or discharges of employees of the Bargaining Unit shall be subject to the grievance procedures set forth in this Article, except for a newly hired probationary removal.

Section 2.

A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Association and the Employer:

1. Aggrieved employee's name
2. Date of the event leading to the grievance
3. A description of the incident giving rise to the grievance
4. Date grievance was filed in writing
5. Specific articles, rules, or regulations violated
6. Desired remedy to resolve the grievance

7. Signature of grievant

Section 3.

All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action may only ask for resolution to the grievance that is not pecuniary to the Employer.

Any grievance not answered by the Employer within the stipulated time limits shall be advanced by the Association to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not forwarded to the next step by the Association within the stipulated time limits shall be considered resolved at the previous step's response.

Days, for the purposes of this Article, shall be Monday through Friday excluding holidays. Responses to grievant by the Employer shall be considered served when delivered to the employee and/or placed in the Association lock box. The grievant shall have the right to Association representation. Legal counsel may be obtained by the employee if he so desires at no expense to the

Employer.

Section 4.

The following procedure shall be as follows:

STEP 1 - The Association shall refer the written grievance to the Chief or his designee within ten (10) days of the occurrence which gave rise to the grievance. The Chief or his designee shall have fifteen (15) days in which to schedule a meeting with the Association representative. The Chief or his designee shall investigate and respond in writing to the Association representative within fifteen (15) days following the meeting date.

STEP 2 - If the grievance is not resolved at Step 1, the Association may refer the grievance to the Safety Director or his designee within ten (10) days after receiving the Step 1 reply. The Safety Director or his designee shall have ten (10) days in which to schedule a meeting with the Association representative. The Safety Director or his designee shall investigate and respond in writing to the Association representative within fifteen (15) days following the meeting.

STEP 3 - Arbitration - If the grievance is not satisfactorily settled in Step 2, the Association may make a written notice that the grievance will be submitted to

Arbitration. A request for arbitration must be submitted within ten (10) days following the date of the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not answered by the Employer or referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

The Employer and the Association shall agree to request a list of seven (7) impartial arbitrators from Federal Mediation and Conciliation Services (FMCS) within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list. For the first arbitration between the Employer and the Association during the term of this Agreement, the Association shall be the first to strike a name from the list, and then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. For subsequent arbitrations, the first strike shall alternate between the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter. The arbitrator shall not have the authority to add to, subtract from, modify,

change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitral or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitral, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding upon the parties. All costs directly related to the service of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the costs shall be shared equally by the Employer and the Association. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

A good faith effort shall be made to schedule grievance meetings and arbitration hearings so as to avoid causing Bargaining Unit employees who may be grievant or witnesses, to lose time or earnings from other employment.

ARTICLE 14

NO STRIKE

Section 1.

Neither the Association nor any member of the Bargaining Unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, "sick out", work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer during the term of this Agreement. A breach of this Section may be grounds for discipline.

Section 2.

The Association shall at all times cooperate with the Employer to continue operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Association shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the Association. The Association shall advise the employee(s) to return to work immediately in writing.

Section 3.

During the term of this Agreement, the Employer shall not lockout the Bargaining Unit employees.

ARTICLE 15

PERSONAL SERVICE RECORDS

Section 1.

Any Fire Fighter/EMT shall be permitted to review his Personal Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The Employer shall not suffer a loss of the employee's services as a result of this activity. Prior disciplinary action in Personal Service Record of a Fire Fighter/EMT shall cease to have effect in the progressive disciplinary process in accordance with the following schedule:

A. An oral warning or written reprimand shall cease to have effect after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.

B. Suspensions of less than ten (10) shifts (shifts defined as twelve (12) hours each) shall cease to have effect after a period of three (3) years, providing there is no intervening disciplinary action during the three (3) year period.

C. A suspension of ten (10) or more shifts (shifts defined as twelve (12) hours each) shall cease to have effect after seven (7) years.

Section 2.

Should an employee upon review of his/her file, come across material of a negative or derogatory nature, said employee may

provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file as long as the negative material remains.

Section 3.

Release of information or documents contained in an employee's personal service file is confidential to that employee and shall not be disclosed other than as may be provided by law.

Section 4.

If an employee's personal file is ordered to be disclosed or produced pursuant to law, the employee shall be notified by the Employer upon receipt of said order.

ARTICLE 16

SCHOOLING

Section 1.

The Chief, upon authorization by the Safety Director, may approve schooling for employees of the Bargaining Unit.

Section 2.

Upon approval, subject to passing grade of C or better for graded coursework, or successful completion of non-graded coursework, employees shall be reimbursed for tuition and fees, course materials, and, if approved, other expenses for attendance at Fire Schools, Seminars and other sources designed to improve their skills and increase their knowledge of Fire and/or Rescue related subjects.

ARTICLE 17

WAGES AND OTHER COMPENSATION

Section 1.

Effective retro-active to January 1, 2013, a Captain employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification that reflects an adjustment of two percent (2%) in 2013:

Captain 21.46 per Hour

Effective retro-active to January 1, 2013, a Lieutenant employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification that reflects an adjustment of eleven percent (11%) less than a Captain's hourly wage in 2013:

Lieutenant 19.10 per Hour

Effective retro-active to January 1, 2013, a Firefighter First Class employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification that reflects an adjustment of seventeen and one quarter percent (17.25%) less than a Lieutenant's hourly wage in 2013:

Firefighter First Class 15.80 per Hour

Effective retro-active to January 1, 2013, a Firefighter Second Class employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification that reflects an adjustment of eleven percent (11%) less than a Firefighter First Class hourly wage in 2013:

Firefighter Second Class 14.07 per Hour

Effective retro-active to January 1, 2013, a Firefighter Third Class employed (excluding death) as of ratification by the City shall be compensated based on hours worked in their designated classification that reflects an adjustment of eleven percent (11%) less than a Firefighter Second Class hourly wage in 2013:

Firefighter Third Class 12.52 per Hour

Section 2.

All members of the Bargaining Unit who possess, obtain, and maintain, paramedic certification shall be paid an additional one dollar and fifty cents ($1.50) per hour while so certified and on line.

Section 3.

For purposes of this Article, the base rate of pay specified for each classification of Bargaining Unit employee in Section One (1) hereof, or that rate together with the additional one dollar and fifty cents ($1.50) per hour provided for qualified employees under Section Two (2), shall be referred to as an employee's "regular rate of pay".

Section 4.

Employees who respond to a call out for services of any kind (including calls from the Director of Public Safety for emergency stand-by duty during windstorms, tornadoes, riots, flood, or other disaster) while off duty shall be paid at their regular rate of pay, and shall be afforded, or paid for, not less than two (2) hours of work.

Section 5.

With the first pay in December 2013, each Bargaining Unit employee who has completed one (1) year of service and has been paid a minimum of four hundred thirty-two (432) hours on the payroll as of October 31st from November 1st of the prior year, shall receive a lump sum uniform maintenance clothing payment of six hundred twenty five dollars ($625.00).

Employees with less than one (1) year shall receive a lump sum uniform maintenance clothing payment equal to fifty-two dollars ($52.00) for each month of service in which a minimum of thirty-six (36) hours worked have been paid.

Employees who have been injured or become ill (off-duty) shall receive a lump sum uniform maintenance clothing payment equal to fifty-two dollars ($52.00) for each month of service in which a minimum of thirty-six (36) hours worked have been paid.

Employees who have been injured or become ill (from on-duty service with Willowick Fire Department) shall receive a credit of 36 hours worked for each month on injury or illness leave.

Section 6.

Effective January 1, 2011, members using their personal cell phones for emergency paging will be reimbursed a stipend of five ($5.00) dollars per month to cover the cost of text messaging.

This stipend will be included with and additional to the annual uniform maintenance clothing payment.

Section 7.

On the following holidays, Bargaining Unit employees shall be compensated at one and one-half (1-1/2) times the regular rate for hours worked providing station duty, emergency callbacks, and other emergencies as defined by the Director of Public Safety: Good Friday, Holy Saturday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

During the following holidays, Bargaining Unit employees shall be compensated at two (2) times the regular rate for hours worked providing station duty, emergency callbacks, and other emergencies as defined by the Director of Public Safety:

Independence Day	1800 to 0600 (Night Shift)
Thanksgiving Day	1200 to 0600 (PM, Night Shift)
Christmas Eve	1800 to 0600 (Night Shift)
Christmas Day	0600 to 1800 (AM, PM Shift)
New Year's Eve	1800 to 0600 (Night Shift)
New Year's Day	0600 to 1800 (AM, PM Shift)

Section 8.

Effective January 1, 2011 whenever a Bargaining Unit employee assumes a Shift Commander position in the absence of an Officer for

a period of one (1) hour or more, said individual shall receive an additional two dollars ($2.00) per hour in addition to his regular rate of pay.

Section 9.

Whenever a Bargaining Unit employee, in absence of the Chief of the Department, and at the request of, or with the knowledge and acquiescence of, the City, assumes the responsibilities of Acting Chief for thirty consecutive days or more, that Bargaining Unit employee shall be compensated at the rate of one-twelfth (1/12) of the regular salary for the position assumed for each month served in that position or based on ordinance establishing compensation for such position. An employee who assumes such responsibilities shall be, for the duration of his service as an Acting Chief, deemed to be a member of management and not subject to the provisions of this Agreement. An employee who qualifies for compensation under this Section shall be, upon being relieved of the responsibilities assumed, compensated at the higher rate for the entire bi-weekly pay period in which he returns to the Bargaining Unit.

Section 10.

Members shall be awarded for years of service as reflected in their rate of pay based on the schedule below:

- Five (5) years of service at twenty-four cents ($.24)
- Ten (10) years of service at forty-eight cents ($.48)
- Fifteen (15) years of service at seventy-two cents ($.72)

- Twenty (20) years of service at ninety-six cents ($.96)

For the purpose of this Section, the base rate of pay specified for each classification of Bargaining Unit employee in Section 1 hereof, or that rate together with the additional longevity scale provided for qualified employees under Section 2, shall be referred to as an employee's "regular rate of pay".

ARTICLE 18

MISCELLANEOUS

Section 1. - MEDICAL PERSONNEL AT FIRE SCENE

The Employer agrees that, to the extent practicable and consistent with its sole and unilateral determination of the safe and efficient deployment of safety forces, an ambulance with trained medical personnel and life support equipment shall be present at the scene of all emergencies.

Section 2. - SANITATION, MAINTENANCE AND UPKEEP

The Employer agrees to supply and make available those materials the Employer deems necessary for the day-to-day maintenance, sanitation and upkeep of the Fire station.

Section 3. - EXTRA DUTY

Based on availability and a reasonable rotation, employees shall be offered extra duty as determined by the Employer.

Section 4. - USE OF FIRE DEPARTMENT VEHICLES

An employee of the Fire Department shall obtain permission from the on-duty Shift Commander for the use of a Fire Department vehicle. The use of Fire Department vehicles shall be spelled out in the Willowick Fire Department Policies and Procedures 213, Use of City Vehicles.

Section 5. - INSURANCE POLICIES

The Employer shall make available for review of the Association, a copy of the City's insurance policies pertaining to Fire Department personnel.

Section 6. - RESIDENCY

Bargaining Unit employees shall maintain their principal residence either in the county where the political subdivision is located or within a contiguous county to the County of Lake.

Section 7. - EQUIPMENT MAINTENANCE

All Fire Department equipment and vehicles shall be maintained in a state of readiness for any emergency. No employee shall be required to operate any vehicle or equipment that is inoperative or unsafe for use.

Section 8. - LOCKERS

There shall be a personal locker provided in the Fire Station for each employee

ARTICLE 19

SEVERABILITY

Section 1.

In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or government agency, that Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 2.

If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Association shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 3.

Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 20

DRUG-FREE WORKPLACE

Section 1.

The parties to this Agreement, as a matter of policy, oppose the illegal use of drugs by any person, and more specifically, by any member of the Bargaining Unit. They are in total accord that it is in the best interests of the Employer, the Association, and all Bargaining Unit employees of the Department, for the Employer to maintain a drug-free work environment. Each will wholeheartedly support reasonable efforts by the other to obtain, and maintain this result.

Section 2.

The right and duty of the Employer to employ, exclusively, Fire Fighters/EMT's, who do not engage in the illegal use of drugs, and to promulgate, publish, and enforce reasonable rules to assure this result, while fully preserving applicable due process rights of Bargaining Unit employees, is expressly recognized by the parties under this provision. The right of the Association, and of every Bargaining Unit employee, to challenge, through the grievance procedure of this Agreement, the reasonableness of any rule or rules so promulgated, or of the application thereof to any member of the Bargaining Unit in any given instance, is expressly recognized herein.

ARTICLE 21

PROBATIONARY PERIOD

Section 1.

All newly hired employees of the City of Willowick Fire Department shall serve an initial probation period. This period is not less than eighteen (18) months or extended where an employee has not been trained in or received certification as a Fire Fighter 1, Emergency Medical Technician - (EMT - Basic), Haz Mat Fire Responder Operational Level, OH-200 Radiological Monitoring Course, Health Care Provider, CPR/AED, and/or additional requirements as required by State and/or Federal law, not to exceed two (2) years. While serving in the probationary period, it is the Employer's sole and exclusive right in determining to retain or discharge such employees.

Section 2.

Probationary employees shall be afforded Association representation and benefits as defined and set out in this Agreement. Probationary employees shall not be afforded recourse through the grievance procedure in actions involving probationary discharge.

ARTICLE 22

SCHEDULING

Section 1.

The Employer reserves the right to determine the classifications designated and/or employed and the number of employees scheduled in such classifications.

Section 2.

In a reasonable method determined by the Employer, employees shall record their hours. Failure or fraudulent recording of hours may result in disciplinary action including discharge.

Section 3.

Employees shall be offered an opportunity to pre-schedule hours of work based on the Employer's requirements of staffing and shall be done in the following manner:

PROCEDURE:

1. FIRST PICK - Beginning on the fifth (5th) calendar day prior to the end of each month from 0001 pick no more than 24 Hours per designated shift. Members picking shifts shall place a "1" with their name designating hours selected for the FIRST PICK.
2. SECOND PICK - From the 1st day of the month from 0001 Hours pick no more than 24 Hours per designated shift. Members picking shifts shall place a "2" with their name designating hours selected for the SECOND PICK.
3. THIRD PICK - From the 6th day of the month from 0001

Hours pick no more than 24 Hours per designated shift. Members picking shifts shall place a "3" with their name designating hours selected for the THIRD PICK.

4. FOURTH PICK - From the 11th day of the month from 0001 Hours pick no more than 24 Hours per designated shift. Members picking shifts shall place a "4" with their name designating hours selected for the FOURTH PICK.

5. FIFTH PICK - Free-for-All pick shall begin on the 16th day of the month from 1800 Hours. (If the 16th is a holiday, picks to be the following day at 1800 Hours.) Open hours picked shall be by Department Seniority, limited to 12 hours per person each pick, and then go to the end of the line and sign again for another 12 hours until all open shifts are taken. Each man can only sign for himself. No person can sign for another person for any reason. Members picking shifts shall place an "F" with their name designating hours selected for the FIFTH PICK.

6. You will only sign your name on a shift; you cannot sign others up for shifts. However, if you are ill or on vacation write a note to the Personnel Officer with the dates and times requested, plus several other choices you desire for shifts for the coming month. This procedure does not apply for Free-for-All sign-ups.

7. After the second pick, you may not erase your name from

the shifts without approval from the Personnel Officer. Should your personal schedule change, inform the Personnel Officer as soon as possible so that as many corrections to the shift schedule can be made for you.

8. All trades of shifts or shifts given away shall be documented on the approved Fire Department form by the employee(s) involved.

9. Personnel Sign Up Policy

A. Three time slots per shift to be designated for paramedic sign up until Free-for-All. Non-paramedics cannot sign up in the first three slots for each shift until Free-for-All.

B. After the 2nd pick paramedics may sign up outside their shift designation in one of the first three time slots only.

C. Paramedics must sign up in one of the first three time slots unless all of the three time slots are filled.

D. EMT's may sign up outside their shift designation between the weekend hours of Saturday 0600 to Sunday 1800.

E. Only one Third Class Firefighter per shift until Free-for-All.

10. Employees who are unable to stand duty on their assigned shift shall abide by the procedure set forth in Willowick Fire Department Policy and Procedure 206, Shift Call-

Offs.

11. Employees are expected to work the shifts that they signed up for the previous month. Sandbagging or signing up for more shifts than you intend on working will not be tolerated. Those members that abuse the privilege will be subject to the disciplinary procedure spelled out in Article 12 of this Agreement.

12. Employees are assigned day, night, or rotating shift schedule according to their occupation work hours and the needs of the Fire Department. Employees that change employment or change work hours may be subject to a change in designated shift assignment for Fire Department shifts. Employees must have prior approval from the Personnel Officer and the Fire Chief and/or Assistant Fire Chief before any change of shift sign up is permitted. The Personnel Officer will post and maintain a current shift assignment roster for all employees.

Section 4.

Employees hired on or after January 1, 2001 and those employees found to be in violation of Article 4, Section 2 or any Section of Article 22, excluding Section 3; Procedure 11, shall be permitted and required to be scheduled as follows:

A. Employees names shall be placed on a recall list to be posted in the Radio Room. The names on the list

shall be listed by hire date from the least seniority (top) to the most seniority (bottom). Those employees found to be in violation of Article 4, Section 2 in excess of their shift designated hours (i.e 6 hours for DAYS or SHIFTS, 12 hours for NITE)or any Section of Article 22, excluding Section 3; Procedure 11, shall have their name placed at the top of the list. The purpose of the list is to provide Shift Commanders with the names of employees eligible for shifts that are unfilled and/or running short.

B. If at the first of a month a shift is unfilled, the Personnel Officer may chose to fill open shifts from the recall list. If at the time of an open or unfilled shift or shifts, the Shift Commander shall attempt to fill the shortage(s) with employees listed on the recall list. At no time shall the use of the recall list supersede the normally accepted procedures of filling shifts (i.e., paging, direct request of on-duty or in station personnel). Only when all procedures are exhausted shall the Shift Commander use the recall list.

C. If an employee is assigned a shift from the recall list, their name shall be rotated to the bottom of the list. It is the Shift Commander's

responsibility to see that the recall list is updated with all required information.

a. Those employees hired after January 1, 2001 and assigned a shift from the recall list shall have their name rotated to the bottom of the list.

b. Those employees hired before January 1, 2001 and found in violation of Article 4, Section 2 in excess of their shift designated hours (i.e 6 hours for DAYS or SHIFTS, 12 hours for NITE)or any Section of Article 22, excluding Section 3; Procedure 11, shall be required to have their name appear on the recall list for a period of time no longer than six (6) months or until such time as their recalled hours are equivalent to the hours they are short, whichever occurs first.

D. It shall not be the intent of the Employer to cause undue hardship upon the employees whose names appear on the recall list. Those employees contacted who are unable to fill the shift shall be subject to adherence to Article 22, Section 3, (10). It shall be understood that contact of employee by a Shift Commander and/or Personnel Officer shall constitute a responsibility of the individual contacted to report to work. Only an excused absence as defined by Willowick Fire

Department Policy and Procedure 206 or the determination of the Personnel Officer, Assistant Fire Chief, or Fire Chief of extenuating circumstances shall permit an employee not to report to duty.

Section 5.

Personnel picking shifts out of designation, or signing for more hours than allowed, the following action will be taken:

A. First Offense - Shifts taken out of designation or over hours at sign-up times, will be taken away for that month and a written warning will be given to the individual and filed in his personnel file. The written warning will be enforceable for a period of one year from the date of the offense.

B. Second Offense - Within one year of the first offense - An equal number of shift hours in addition to those signed up for out of designation will be taken away for the month along with a second written warning for the individual and a copy to his personnel file. The written warning will be enforceable for a period of one year from the date of the offense.

C. Third Offense - Within one year of the latest offense - disciplinary action to be imposed by the Chief and/or the Safety Director.

Section 6.

It is the responsibility of all employees to show up on time for any shift they sign up for and be in the proper uniform at the start of the assigned shift. Employees who are late reporting for or fail to show for a shift are subject to the following disciplinary action.

Late Reporting for a Shift:

FIRST OFFENSE - Written warning to go into personnel file enforceable for a period of one year from date of occurrence.

SECOND OFFENSE - In a one year period from the first offense - Second written warning to go into personnel file enforceable for a period of one year from date of occurrence.

THIRD OFFENSE - In a one year period from the second offense - disciplinary action to be imposed by the Fire Chief and/or the Safety Director.

Missing a Shift:

FIRST OFFENSE - Written warning to go into personnel file enforceable for a period of one year from date of occurrence and placement of name upon the recall list for a period of six (6) months or until such time as the recall assignment

equals the hours of the shift the employee missed, whichever occurs first.

SECOND OFFENSE - In one year period from the first offense - Second written warning to go into personnel file enforceable for a period of one year from date of occurrence and placement of name upon the recall list for a period of six (6) months or until such time as the recall assignment equals the hours of the shift the employee missed, whichever occurs first.

THIRD OFFENSE - In one year from the second offense - disciplinary action to be imposed by the Fire Chief and/or the Safety Director.

Warning notices are cumulative regardless of nature of the violation. A written notice is considered to expire one (1) year from the date of issue.

Definition of Being Late for Duty:

When a person is not present for duty at the start of a shift, the Shift Commander or his designee will try to contact said person by telephone. If the person is contacted, the Shift Commander will inform him that he is

on duty and that he is now late. If said individual cannot be contacted within 15 minutes after the start of the shift, the Shift Commander will contact a replacement person to take the shift. Also, the Shift Commander will continue to try to contact said person for up to one hour after the start of the shift involved, inform him that he has missed a shift and that he was replaced with another person.

If said individual shows up for duty after a replacement has been assigned, the replacement will remain on duty and the late person will write a note to the Personnel Officer explaining his reason for being late and lose the hours originally scheduled.

If for reasons beyond your control and you think or know that you might be late, call the Shift Commander and inform him of your problem so he can pass it on to the oncoming Shift Commander.

Section 7. - SHIFT COMMANDERS

Shift Commanders shall be determined by rank, seniority, and then qualifications as agreed upon by the Employer and the Association.

ARTICLE 23

LAYOFF AND RECALL

Section 1.

When the Employer determines layoffs are necessary, the following procedure shall determine the order of Layoff and Recall:

The Employer shall reduce all probationary employees in the respective classifications where layoffs have been determined necessary, then by seniority within this Bargaining Unit.

Section 2.

At a meeting with the Association, the Employer shall identify the positions and numbers of employees to be subject to reductions thirty (30) work days prior to such layoffs occurring. At this time, employees in the affected positions shall be notified of possible layoff. Ranking officers of Captain or Lieutenant whose position is identified for reduction shall be allowed to bump down if seniority allows. Requests to bump down shall be filed with the Employer within ten (10) days of the initial date positions were identified.

Upon final determination, the affected employee shall receive fifteen (15) work days notice of layoff, prior to the effective date of layoff.

Section 3.

Employees who have been laid off shall be subject to recall

for a period of one (1) year from the initial date of layoff. Employees shall be recalled in the reverse order of their layoff.

Employees who are eligible for recall shall be given a notice of return to work fourteen (14) work days prior to such return to work order. Such notice shall be sent by certified mail to the employee's last recorded address. A copy shall be hand delivered to the local Association representative when it is mailed to the laid off employee. It is the laid off employee's responsibility to keep the Employer informed of his current home address.

An employee who refuses a recall or fails to appear for work at the end of the fourteen (14) day recall notice shall be deemed as having voluntarily terminated their employment with the City as set out in Article 11, Section 3(E), effective the date of recall and shall not be subject to any further recall except where an extension is mutually agreed upon in writing requested within the initial fourteen (14) day period.

Section 4.

The parties recognize the Employer's authority to determine the size and scope of the use of part-time Fire and Rescue employees.

In the event the Employer determines part-time Fire and/or Rescue services will no longer be utilized, a sixty (60) day notice shall be given to the Association and the employees. The foregoing layoff procedure shall be followed, should such event occur and require a reduction in force.

ARTICLE 24

CONVERSION OF WORKFORCE

Section 1.

In the event a combination of full-time and part-time employees are utilized to provide Fire and/or Rescue services, regular or supplement hours as determined by the Employer, shall be offered to part-time employees.

Section 2.

The number of hours found in Scheduling Article, first pick through fifth pick shall be reduced proportionately by the number of hours provided by full-time employees.

Section 3.

Should the Employer determine to establish full-time Fire Fighter positions, it will first consider current part-time employees who meet the minimum requirements for the established entrance exam. Those employees who are eligible shall be required to complete all testing procedures provided for the position as defined the Willowick Civil Service Commission. No seniority points shall be computed for years of service to the Willowick Fire Department and/or any other Fire Department. Only when the City is unable to fill the posted number of openings shall an outside exam be given. The duration of the eligibility list shall be determined by the Willowick Civil Service Commission.

Section 4.

The process of providing an entrance exam for current part-

time employees does not guarantee an individual the right of hire nor does it preclude an individual from testing when the exam is posted to the outside.

ARTICLE 25

LEAVE OF ABSENCE

Section 1.

An employee may apply in writing to the Fire Chief for a leave of absence without pay not to exceed one (1) year. Such leaves shall be for good cause and subject to approval by the Safety Director.

Section 2.

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

An employee who fails to return to duty within fourteen (14) days of receipt of the recall notice, sent certified mail, will constitute a voluntary resignation, unless the employee contacts the Fire Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date of the letter is sent the laid off employee will be considered to have voluntarily resigned.

Section 3.

The employee may be returned to service prior to the originally scheduled expiration of the leave if such earlier return is agreed to in writing by both the employee and the Employer.

SIDE LETTER TO AGREEMENT

PENSION DEFERRAL METHOD PICKUP

Upon ratification, where a majority of all eligible Bargaining Unit employees vote for the tax deferred method of Pension deductions, as a part of the Agreement, the City will:

1) Send the appropriate letter to the IRS requesting such change be approved through a private letter ruling.

2) Upon approval by the IRS and adequate implementation time, take such action as is necessary to implement the Pension deferral method pickup.

_____ _____

FOR THE UNION FOR THE CITY

DATE: _____

ARTICLE 27

DURATION

This Agreement shall remain in full force and effect from January 1, 2013, to December 31, 2013, and shall automatically renew itself thereafter for annual twelve (12) month periods unless either party serves upon the other, and upon the STATE EMPLOYMENT RELATIONS BOARD, at least sixty (60) days prior to the expiration date provided herein, written notice of its desire to terminate, modify, or negotiate a successor agreement.

FOR THE ASSOCIATION

FOR THE EMPLOYER

APPROVED AS TO FORM: _____
LAW DIRECTOR

DATE: 8/6/13