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AGREEMENT
BETWEEN
THE CITY OF LIMA, OHIO
AND
LOCAL 334, THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO

SERB Case No. 2014-MED-04-0563

EFFECTIVE:
June 1, 2014 through June 30, 2017

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PREAMBLE

This Agreement is hereby entered into by and between the City of Lima, Ohio, hereinafter referred to as the "Employer" and Local 334, International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union," in order to increase the general efficiency of the Fire Department and maintain the existing harmonious relationship between the Employer and the Union and to promote the moral rights and well being of the employees in the Fire Department.

ARTICLE 1 **RECOGNITION**

Section 1.01. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to wages, hours and working conditions for all full-time firefighters, except for those employees occupying the positions of Chief and Deputy Fire Chief.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.01. Not by way of limitation of the following paragraph, 2.02, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, transfer, discharge or suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate intra-departmentally work processes and facilities, property, processes or work and facilities; 13) transfer or subcontract work; 14) consolidate or merge intra-departmentally, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Section 2.02. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express, written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 3 **UNION SECURITY**

Section 3.01. Bargaining rights agreed to in this Agreement shall be interpreted to mean that Management, the Mayor or any of his Department or Division Heads or Supervisors, will make no changes in the terms of this Agreement, nor recommend any changes in wages or fringe benefits to the City Council which would effect the Union; and, further, the Union agrees to follow the same procedure. This section shall not be construed to restrict the Employer's right to determine the number or location of fire stations or, in accordance with this Agreement, the assignment of personnel.

Section 3.02. The Employer also agrees not to make changes, except in the case of emergency as defined herein, in working conditions without first discussing the changes with representatives of the bargaining unit in an attempt to reach Agreement. The Employer further agrees, except in case of emergency, to post such changes on the bulletin board seven (7) consecutive days prior to the effective date of the change. If agreements cannot be reached, the bargaining unit will have the right to submit the matter under the grievance procedure, starting at the Fire Chief's step of the grievance procedure. Initiation of the grievance procedure will not be construed in any way as delaying the effective date of the change.

Section 3.03. An emergency, for the purpose of this Article, shall be any circumstance in which the safety of members of the Department or community may be endangered by delay in implementation of the change, as determined by the ranking on-duty supervisory or command officer of the Department. Emergency implementation shall be automatically reviewed by the Fire Chief, or acting Fire Chief and/or Mayor on the first working day following the emergency implementation. This review shall include discussion with the bargaining unit, as provided for non-emergency situations.

Section 3.04. In the event the Employer decides to contract out or transfer services normally provided by the bargaining unit employees, it agrees to notify the Union in advance and upon demand to negotiate the effects of the decision upon affected employees' wages, hours and conditions of employment.

ARTICLE 4 **DUES DEDUCTIONS**

Section 4.01. During the term of this Agreement, the Employer shall deduct regularly monthly Union dues and any authorized assessments from the wages of those employees who have voluntarily signed deduction authorization forms permitting said deductions. The dues deductions shall be made from the first pay check of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deductions from the next paycheck, providing the employee's check is sufficient to cover the deduction.

Section 4.02. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 4.03. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

When, and if, the City Auditor's Office processes such payments electronically, the City will notify the Union to determine their interest in receiving dues withheld via electronic transfer.

Section 4.04. The Employer shall be relieved from making such individual dues deductions upon an employee's, (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the check-off authorization by an employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of the Agreement.

Section 4.05. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall promptly notify the Union of any claims relating to this Article and shall permit the Union to participate in the defense of such claims.

ARTICLE 5 **DISCIPLINE**

Section 5.01. Whenever the supervisor conducts a disciplinary meeting with an employee, other than a newly hired probationary employee, wherein the employee reasonably suspects disciplinary action may result, the employee shall, upon request, be permitted to have a Union representative present. When such meeting is to be a meeting wherein a written reprimand, demotion, suspension or dismissal may result, the supervisor shall give written notice of any possible charges, and the employee's right to have a Union representative present, to the employee forty-eight (48) hours prior to the meeting unless such disciplinary action is of an emergency nature. The employee shall select a Union representative who is reasonably available in order to not cause delay of the meeting.

This Section shall not be construed to prevent the Employer from holding an investigative meeting with an employee(s) to determine if a formal pre-disciplinary meeting is necessary.

If the Employer elects to record an investigative meeting or a predisciplinary meeting, the employee shall, upon request, be provided a copy of such recording without charge.

Section 5.02. Any employee, other than a newly hired probationary employee, who is suspended, demoted or discharged, shall be given a written notice of such disciplinary action, stating the reason(s) for the suspension, demotion, or discharge. Any employee, other than a newly hired probationary employee shall have the right to have a Union representative present when notified of the resulting discipline.

Section 5.03. The Employer retains the right to discharge, suspend and discipline employees for just cause. Except in instances of more serious misconduct, discipline will normally be applied in a progressive manner. Discipline may include:

- A. Verbal Warning (written record)
- B. Written Reprimand
- C. Suspension without Pay
- D. Reduction in Rank and/or Pay (Demotion)
- E. Discharge from employment

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

For purposes of this article only, the Employer shall be defined as the Mayor, Fire Chief, Deputy Chief, Human Resources Director, or other management person to whom the employee is assigned to directly report.

Section 5.04. Grievances regarding suspension, demotion or discharge shall start at Step 2 of the Grievance Procedure with the Chief holding a hearing within five (5) business days of the filing of the grievance rather than the time specified in the Grievance Procedure. All administrative procedures of the Grievance Procedure shall be applicable to all disciplinary grievances filed pursuant to this Article, unless specifically superseded by this Article. The five (5) business day time limit for a hearing may be extended by mutual agreement between the Employer and the Union, which agreement shall be in writing.

Section 5.05. Notwithstanding any other provisions of this Agreement all matters relating to disciplinary actions against a non-probationary employee shall be subject solely to the Grievance and Arbitration Procedures herein contained. No such actions shall be appealable to any Civil Service Commission.

Section 5.06. In lieu of more severe discipline, the Employer, at its sole discretion, may offer a last chance agreement. Such an agreement shall not be considered an opening of negotiations between the City and the Union, and shall not require a ratification vote by the Union or the Employer.

ARTICLE 6 **DRUG/ALCOHOL TESTING**

Section 6.01. The Lima Fire Department and the Lima Firefighters, IAFF Local 334, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the parties' goal to eliminate or resolve drug and alcohol abuse through education, rehabilitation and, if necessary discipline of the affected personnel. The manufacture,

distribution, dispensation, or possession of an illegal controlled substance by any employee is strictly prohibited. The illegal use of a controlled substance in the Employer's workplace or while on duty is strictly prohibited.

Section 6.02. Newly hired employees will be provided with information regarding the City's drug and alcohol policies. No employee shall be tested, following initial employment, until the employee has been informed regarding the City's drug and alcohol policies. Employees shall be required to sign an acknowledgement form indicating they have received a copy of the City's drug and alcohol policies. Employees shall also be required to sign the City's consent and release form prior to any drug or alcohol testing.

Section 6.03. The Employer shall not discipline employees who voluntarily come forward and ask for assistance to deal with an alcohol or drug problem prior to being requested to take an alcohol or drug test. However, the employee may be disciplined for any other violations of the Employer's work rules and regulations.

Section 6.04. Drug or alcohol testing may only be conducted on employees post accident (involving personal injury or significant damage to City property over \$1,000), for reasonable suspicion, or randomly using a valid method of selection. Any employee who refuses to provide a test specimen, adulterates a test specimen or refuses to undergo a drug or alcohol test ordered in compliance with this article will be subject to disciplinary action, including possible termination of employment. The Employer may randomly test up to ten percent (10%) of the bargaining unit employees annually or such larger percentage as required by the Ohio Bureau of Workers' Compensation (BWC) in order to qualify for the maximum discount under the BWC's program. The Employer shall provide the Union with a copy of such BWC discount program upon written request from the Union.

Section 6.05. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (HHS) or certified by a Substance Abuse and Mental Health Services Administration (HHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall follow Department of Transportation standards and shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures.

Section 6.06. Costs of all drug screening tests and confirmatory tests, as well as any costs regarding the MRO's review, shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense. The cost of periodic retesting after the employee's return to work following rehabilitation will be at the employee's expense for the first four (4) tests ordered by the Employer.

Section 6.07. Alcohol testing shall be conducted in the manner used to detect drivers operating a motor vehicle under the influence. A positive blood alcohol level of .02 (B.A.L.) or higher during the employee's regularly scheduled shift, including any traded shift, shall result in sanctions per this Article. A positive blood alcohol level of .04 (B.A.L.) when called-in due to an emergency; shall result in removal from service for the remainder of the shift, without additional discipline. A positive blood alcohol level above .05 (B.A.L.) when called-in due to an

emergency shall result in sanctions per this Article. All records of testing shall meet DOT's regulations of confidentiality. The Employer shall pay for all alcohol testing ordered by the Employer. The employee shall be responsible for the cost of all tests requested by the employee and up to four (4) follow-up tests following a positive test result.

Section 6.08. Because of the key role that the Medical Review Officer (MRO) plays in maintaining a fair and accurate drug testing program, the Employer shall select an MRO who meets all DOT regulations, training and education requirements.

Section 6.09. Upon reviewing a positive test result, the MRO shall make five (5) attempts to contact the employee over five (5) separate business days and give the employee the chance to discuss the results, advising the employee that if he or she declines to discuss the results, the test will be confirmed positive. If the MRO is unable to contact the employee, the MRO shall request that the Fire Chief attempt to contact the employee without telling the Chief of the positive test result. If the MRO has not heard from the employee within ten (10) days of his last attempt to contact the employee, the MRO shall verify the test result as positive.

Section 6.10. If after the above, the MRO determines the test is positive, the testing results shall be delivered to the Employer and the employee tested. An employee who tests positive in accordance with the above procedures shall have the right to request a certified copy of the testing results. The employee shall provide a signed release for disclosure of the testing results.

Section 6.11. Retesting Following a Positive Result:

1. If a drug test is confirmed as positive, the employee may, upon written request and at the employee's expense, have the split sample tested at a certified laboratory. This request shall be presented within seventy-two (72) hours following notification of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions set forth in this Article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. If the results of the split sample test are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed. If the results are negative, the employee shall be reimbursed for the retest expense.

Section 6.12. Employees testing positive for drugs or alcohol the first time may be offered a Continued Employment Agreement and may be required to participate in a certified rehabilitation or detoxification program covered by the employee's health insurance. If no health insurance coverage exists, such program shall be at the employee's expense. An employee refusing the opportunity for rehabilitation, failing to complete rehabilitation, or refusing to sign a Continued Employment Agreement will be subject to disciplinary action up to and including termination of employment. Continued Employment Agreements will remain in effect for eight

(8) years following signing. Failure to comply with the Continued Employment Agreement during its term will result in disciplinary action up to and including termination of employment. An employee who participates in a rehabilitation or detoxification program, as provided herein, may be allowed to use accrued paid leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of such rehabilitation or detoxification program and upon receiving the results of a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his/her former position. Such employee may be subject to up to six (6) follow-up tests as determined by the Employer during the one (1) year period following the employee's return to work.

Section 6.13. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority should it be deemed necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days. The employee shall continue to receive other benefits only while on paid leave, except as otherwise provided by the Family and Medical Leave Act.

Section 6.14. Employees who recognize they may need assistance with drug or alcohol abuse are encouraged to voluntarily seek treatment. Upon successful completion of a voluntary rehabilitation or detoxification program not associated with other disciplinary action, and presentation of a statement from a licensed physician indicating the employee is able to return to work, the employee shall be returned to the employee's regular duty assignment.

Section 6.15. The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the Employer and Union will bargain in good faith whether to amend this Agreement to include such improvements. In the event both parties do not agree to amend this Agreement based on the new technology, both parties agree to maintain current procedures.

ARTICLE 7

LABOR MANAGEMENT COMMITTEE

Section 7.01. In the interest of sound labor management relations, a committee of the Mayor or his designee, the Fire Department Chief, and other members of management, not to exceed five (5) representatives, shall meet with designated representatives of the Union, not to exceed five (5) representatives, to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer. It is agreed that labor management meetings shall be held not less than once every six (6) months unless waived. Either party may request additional meetings. It is agreed that labor management meetings shall be held, upon request by either party, on a mutually agreeable day and time.

Section 7.02. An agenda will be furnished at least three (3) workdays in advance of the meetings with a list of the matters to be taken up at the meeting.

Section 7.03. The purpose of such meeting(s) shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of proposed changes in organizational policy and any changes being considered by management which would affect members of the bargaining unit as required by this Agreement;
- C. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of the Employer;
- D. Discuss grievances which may have been processed beyond the Department Head level of the grievance procedure;
- E. Disseminate general information of interest to the parties;
- F. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- G. Review and analyze federal and state standards or regulations which affect the Employer, as required by this Agreement;
- H. Review and act upon matters referred to them by employees or the Employer; and
- I. Discuss preventive maintenance programs for department equipment and vehicles.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 8.01. Employees shall work a three (3) platoon system consisting of A, B, and C platoons. A work shift shall begin at 7:00 a.m. and continue until 7:00 a.m. the following day, making a total of twenty-four (24) consecutive hours. The work schedule shall consist of three (3) work shifts with twenty-four (24) hours off-duty between each shift and ninety-six (96) hours off duty following the third work shift. The average work week will be fifty-three (53) hours per week, except in the case of emergency. The Union and the Employer will work cooperatively to develop a rotation schedule, where as all employees on a platoon system will receive one (1) twelve (12) hour period off duty every twenty-seven (27) calendar days.

Section 8.02. The provisions of Section 8.01, above, shall not apply to the following positions: Fire Inspectors, Arson Investigator and Safety Training Officer. The normal work week for these positions shall be eight (8) hours per day, five (5) days per week, making a total of forty (40) hours per week. The five (5) days will normally be consecutive, except for the Arson Investigator who works on a special work week.

The Employer may develop a schedule of ten (10) hour workdays for the positions in this Section 8.02. Such ten (10) hour workday schedule will not be implemented without mutual agreement between the Union and the Employer. For employees on a ten (10) hour schedule, all hours worked in excess of ten (10) hours in one (1) day, or forty (40) hours in one (1) week, shall be paid at the rate of one and one-half (1 ½) times the employee's regular straight time hourly rate.

Section 8.03. All work performed in excess of twenty-four (24) hours in any continuous forty-eight (48) hours, beginning with the starting time of the employee's regular work shift, or in excess of the hours of work described in paragraph 8.02 above, shall constitute overtime work and shall be paid at the rate of one and one-half (1½) times the employee's forty (40) hour rate of pay.

For purposes of compliance with the Fair Labor Standards Act (FLSA) in the event of an investigation or audit by the U.S. Department of Labor, the parties agree overtime will be computed in accordance with Title 29 USC, Section 207(k).

Section 8.04. Overtime will be distributed by rotation as equitably as possible among the employees. The Employer and the Union will work cooperatively to attain this end.

- A. All overtime of one (1) hour or more will be recorded and added to the individual's total hours, with the exception of multi alarm fire and EMS 2nd alarm call in. All hours, accepted or refused, will be recorded in the overtime log on the day the overtime is called. Overtime slips will show the actual hours worked.
- B. With the exception of multi alarm fire and EMS 2nd alarm call in, employees with the least amount of hours will be called first, provided the employee has had at least six (6) hours off after his last twenty-four (24) hour shift. All first shift overtime will be filled first, followed by second shift, etc. At the employee's option, he may request to work more than one (1) eight (8) hour overtime period, provided the employee has had eight (8) hours off duty before or after his normally assigned shift. When working multiple shifts, the employee shall not work over twenty-four (24) consecutive hours except in the case of an emergency or in the case of working volunteer overtime.
- C. Requests made to bypass any given shift in favor of another shall not be granted.
- D. Anticipated overtime will be pre-scheduled in accordance with the Chief's overtime scheduling procedures and overtime guidelines in effect at that time, as developed through the labor-management committee process and in compliance with this Agreement.
- E. Volunteer "holiday" overtime shall be posted fourteen (14) days prior to the occurrence and filled five (5) days prior. When volunteer "holiday" overtime is scheduled, the individual with the least amount of hours shall be assigned the overtime.

An individual employee (under this subsection E) shall not work over twenty-four (24) consecutive hours without having had at least six (6) hours off after his last twenty-four (24) hour shift or eight (8) hours off before his next normally assigned shift.

- F. Employees will not be charged with an overtime refusal during days off that abut their scheduled vacation except when the second day of their three (3) day cycle is the only day taken off. Additionally, they will not be charged with a refusal during days off that abut a complete three (3) day cycle scheduled off using any combination of vacation, holiday, or comp time.
- G. Probationary firefighters, after completion of their state certification, when assigned to (or transferred to) a shift will be placed on the overtime list at one (1) hour above the individual on that shift that has the most hours and has not completed EMT school within the previous one (1) year, as determined by the shift O.I.C.
- H. A firefighter with less than six (6) months experience, with the Lima Fire Department, as a certified firefighter and EMT-B may not be recalled when there is a firefighter with less than six (6) months experience on duty. Firefighters with less than one (1) year experience on the LFD may not be recalled to work in the outstations. Any of these firefighters may be recalled for multiple alarms.
- I. At the discretion of the O.I.C., individuals with lower hours may be bypassed for individuals needed with certain skills or classifications.

Section 8.05. Any employee who is recalled to work after leaving work or on a day when he is not scheduled to work shall receive a minimum of three (3) hours pay at his regular overtime rate, or one and one-half (1½) times his hourly rate for the time worked, whichever is greater. This provision shall apply only once in any four (4) hour period. If the employee does not report to work within a reasonable time after being recalled, he will not be eligible for the minimum and will be paid only for the actual time worked. The employee may also be subject to disciplinary action.

Whenever any employee of this Department has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of his/her employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed three (3) hours for reporting and after three (3) hours he/she shall be paid to the next highest one-quarter (1/4) per hour that he/she was required to be in attendance at the hearing at the rate of time and one-half (1½).

Section 8.06. The trading of a few hours, or tours of duty between members of platoons shall be permitted in accordance with the special order of the Chief.

Section 8.07. Any employee on an emergency call past platoon change shall be compensated at his overtime rate in quarter hour segments. Quarter hour segments will be rounded off to the next fullest quarter hour.

Section 8.08. Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay, for any authorized overtime worked. Compensatory time will be on a time and one-half basis for each hour of overtime worked. Employees may not be permitted to accumulate over ninety-six (96) hours of compensatory time. Employees who accumulate over the ninety-six (96) hours will be paid upon request of the employee or the Fire Chief at the employee's current rate of pay.

Pursuant to the Lima Fire Department Training Compensation Policy, training time listed therein will be compensated at time and one-half compensatory time or pay.

Section 8.09. In order to maintain adequate staffing, a maximum of four (4) certified firefighting personnel, including the Battalion Chief or other similarly ranked position, will be permitted to schedule time off at the same time on vacation, holiday, or prescheduled twenty-four (24) hour consecutive compensatory time in addition to any employee scheduled off duty in order to comply with the FLSA as outlined in Section 8.01 herein (i.e., Garcia time). All time off shall be scheduled in accordance with the Chief's policy in effect at that time, as developed through the labor-management committee process and in compliance with this Agreement.

Section 8.10. Notwithstanding any other provision is this Article 8, its subsections, and any other extraneous document referenced in this Article or its subsections, this Article 8 and its subsections and any extraneous document referenced therein shall not apply to the issue of minimum manning, which issue is covered by a certain Letter of Understanding between the parties.

ARTICLE 9 **SICK LEAVE**

Section 9.01. Employees shall be granted sick leave with regular pay for reasons of illness, injury, exposure to communicable disease, or if warranted, due to illness of the employee's parents, spouse or children. In addition, sick leave may be used in the event of the death of an employee's grandparents, brother, sister, parents-in-law, sister and brother-in-law, grandchildren, legal guardian or other person(s) who stand in the place of a parent and spouse's grandparents.

Section 9.02. Sick leave shall be accumulated at the rate of 0.0575 of an hour for each hour worked or while in active payroll status. For purposes of this Article, active payroll status shall include only hours worked, hours on approved paid leave, and hours on paid sick/injury leave. No sick leave hours shall be earned as a consequence of overtime hours worked, Garcia hours, or other hours outside the employee's normal work schedule.

Section 9.03. Sick leave may be taken in minimum increments of one (1) hour if manpower is available, but must be taken in minimum increments of three (3) hours if a replacement is called in or required to work over. All time taken is pursuant to paragraph 9.01 above, charged to accumulated sick leave. An employee shall be paid for sick leave only for the hours which the employee would otherwise have been scheduled to work excluding Garcia hours. Sick leave payments shall not exceed the normal scheduled work day or work week earnings.

Section 9.04. Any employee who is to be absent on sick leave shall report such pending absence not less than one-half (½) hour prior to his normally scheduled reporting time. An employee who is absent on sick leave shall report by 10:00 p.m. that he intends to report back to work the following day.

Section 9.05. Effective January 1, 1997, bargaining unit employees who have been an employee of the City for five (5) years or more (no years of service requirement if the disability is the result of the performance of official duties) shall be compensated upon retirement under the Police and Fire Pension Fund at the following rates for unused sick leave accumulated during such employment at the employee's rate of pay at retirement.

**SHIFT PERSONNEL HIRED ON/OR
BEFORE JANUARY 1, 1991**

<u>When Sick Leave Was Accumulated</u>	<u>Rate of Cash-In</u>	<u>Maximum Bank</u>	<u>Maximum Hours Cashed-In</u>
Before Jan. 1, 1997	25%	3,840 hrs.	960 hrs.
After Jan. 1, 1997	50%	1,920 hrs.	960 hrs.

**SHIFT PERSONNEL HIRED AFTER
JANUARY 1, 1991**

<u>When Sick Leave Was Accumulated</u>	<u>Rate of Cash-In</u>	<u>Maximum Bank</u>	<u>Maximum Hours Cashed-In</u>
Before Jan. 1, 1997	25%	2,880 hrs.	720 hrs.
After Jan. 1, 1997	50%	1,440 hrs.	720 hrs.

**40 HOUR PERSONNEL HIRED ON/OR
BEFORE JANUARY 1, 1991**

<u>Rate of Cash-In</u>	<u>Maximum Bank</u>	<u>Maximum Hours Cashed-In</u>
75%	1,280 hrs.	960 hrs.

**40 HOUR PERSONNEL HIRED
AFTER JANUARY 1, 1991**

<u>Rate of Cash-In</u>	<u>Maximum Bank</u>	<u>Maximum Hours Cashed-In</u>
75%	960 hrs.	720 hrs.

Section 9.06. Each person who has been an employee of the City for ten (10) or more years, shall be compensated upon resignation at the rate of twenty-five percent (25%) of unused sick leave accumulated during service as an employee of the City. However, such pay conversion shall not exceed four hundred (400) hours. The payment shall be computed by using the employee's rate of pay on the day of termination.

Section 9.07. Any employee who is injured while working within the scope of his employment, and who is temporarily totally disabled by such injury, shall receive his usual and normal salary and compensation during such period.

An injured employee who is unable to work due to a work-related injury will be placed on Sick Leave pending the allowance of the claim by the Ohio BWC. If the claim is allowed and the employee provides a note from his physician indicating that he is unable to work, the Sick Leave used will be converted to Injury Leave. If the employee is unable to work for more than seven (7) days, the employee will be paid Injury Leave only if the BWC determines that he is TTD. An employee whose claim is not allowed or is not determined to be eligible for TTD by the BWC will be eligible for Sick Leave in accordance with this article. Injury leave is not payable for routine follow-up visits or for physical therapy treatment. Employees will not receive payments from the BWC as long as the City of Lima is paying the employee's usual and normal salary and compensation.

The following conditions will apply to injury leave:

1. The employee must file a Workers' Compensation claim to qualify for injury leave.
2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
3. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.
4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Workers' Compensation claim. If the claim is allowed, the employee will be paid on his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Workers' Compensation claim will be determinative.

Work related injury for purposes of this Article shall be defined as any injury or occupational illness compensable under the Workers' Compensation laws of the State of Ohio.

Injury leave provided herein shall not exceed twelve (12) months from the date of injury, and shall terminate sooner in the event the employee is no longer qualified for temporary total disability compensation. Any payment for lost wages received from Workers' Compensation for a covered claim during the above twelve (12) month period shall be turned over to the City.

An employee who exhausts his total injury leave shall be eligible for an additional three (3) months leave, provided his physician certifies in writing that he will be able to return to work within this additional time period and return at one hundred percent (100%) capability to perform his essential job duties. Prior to granting the extended leave, the City may request the employee submit himself to a physical examination conducted by a doctor chosen and paid for by the City.

An employee who is injured while working within the scope of his employment who is not temporarily totally disabled, but is restricted in his normal work duties as determined by the employee's physician or a physician selected by the Employer, may be assigned at the Fire Chief's discretion, to transitional work (i.e., restricted duties). Such employee shall be assigned to work on their regular work schedule unless otherwise mutually agreed.

Section 9.08. In the event of the death of any person while an employee of the Employer, the compensation provided in paragraph 9.05 above, shall be payable to the estate of such decedent or, in the event there is no estate, to any person authorized to receive the same by a court having jurisdiction on the matter. However, no payment shall be made until a certified copy of letters of appointment or release from the Administration is presented to the City Auditor.

Section 9.09. The Employer may require an employee who has been on extended sick leave or who has developed a pattern of excessive absenteeism to take an examination conducted by a qualified licensed physician to determine the employee's ability to perform the essential duties of his position. The physician will be chosen by the City and will be at the City's expense. If the opinion of the City's physician differs from an employee's treating physician, a second opinion will be obtained by a physician who specializes in the type of injury or illness. The second physician will be chosen by the two attending physicians. The second opinion costs will be paid by the City. A medical report will be made available to the City containing medical information related to the employee's ability to perform his duties. If necessary, the employee will authorize all the physicians to release such information.

After the final physician's opinion is given and the employee is still determined to be unable to perform the essential function of his position, with or without reasonable accommodation, he shall apply for disability or service retirement. The employee shall be allowed to use paid sick leave or other paid leaves during the time it takes to process his disability application. If for any reason the employee fails to make application in a timely manner or fails to honor requests for information for processing the disability application, the Employer may begin to terminate the employee. This shall be considered a disability separation.

Section 9.10. If an employee has been absent without doctor's certification on five (5) separate occasions in a calendar year, he shall be required to present a doctor's certificate for each subsequent absence in order to be eligible for sick leave. In the event an employee uses sick leave for funeral leave, this will not be added to the employee's occasions count.

ARTICLE 10
FUNERAL LEAVE

Section 10.01. Each employee not on the platoon system, shall be entitled to a funeral leave not to exceed three (3) work days, to make household adjustments, arrange for funeral services, and to attend the funeral services, in the event of the death of his father, mother, spouse, child, brother, sister, grandparents, grandchild, spouse's parents or persons standing in place of the employee's parents, brother-in-law, sister-in-law, current spouse's grandparents, or any relative living in the same household on a continuous basis. The three (3) work days shall be taken within one (1) week of the funeral.

Section 10.02. Each employee on the platoon system, shall be entitled to a funeral leave of one (1) tour of duty (24 hours) for the purposes listed in paragraph 10.01, above, except if an employee is working, or scheduled to work on the day of the death, he shall be released from duty, upon request, for the balance of that tour. This exception shall not affect the entitlement to the funeral leave.

ARTICLE 11
HOLIDAYS

Section 11.01. Effective in 2001 all employees working twenty-four (24) hour tours of duty shall be entitled to nine (9) tours of duty off with pay in lieu of the holidays. The tours of duty in the first year for a new hire and the last year of eligibility shall be prorated.

Employees assigned to forty (40) hour work week shall celebrate holidays in accordance with the provisions of subsection 11.01(A). If an employee assigned to forty (40) hour work week has a birthday fall on Saturday, the birthday will be celebrated on Friday. If the birthday falls on Sunday, it will be celebrated on Monday.

Subsection 11.01(A): The holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	

Section 11.02. Employees receiving nine (9) tours of duty off with pay in lieu of set holidays, shall be able to utilize such days upon the request of the employee provided that the request is made at least twelve (12) hours in advance of the beginning of the tour to be taken off and that no more than the permitted number of employees, in accordance with Section 8.09, have already scheduled time off. Personnel assigned to a forty (40) hour work week shall receive three (3) personal holidays above the normal holidays effective January 1, 2001.

Section 11.03. Shift employees not using the holiday time off can sell back any unused days at the beginning of the new calendar year at his regular forty (40) hour rate of pay times twenty-four (24) hours for each day to be paid on the first pay day of March. Unused holidays are not to exceed four (4) tours. Forty (40) hour employees not using the holiday time off can sell back any unused days at the beginning of the new calendar year at his regular rate of pay times eight (8) hours for each day to be paid the first pay day in March. Unused holidays are not to exceed three (3) days. Shift employees upon retirement, participation in the Police and Fire Pension Fund DROP Plan, or resignation, shall be able to sell back at their forty (40) hour rate of pay any unused tours up to but not to exceed ten (10) tours. An employee who sells back his unused tours, up to ten (10) tours, when entering the DROP Plan will not also be able to sell back any unused tours at the time of his actual retirement. Employees who retire or resign with a higher accumulation of ten (10) holidays, shall not be afforded any additional compensation except in the following circumstances:

- (1) employees who are denied the scheduling of holidays prior to their separation date because of extended sick leave or disability leave shall be compensated for any additional holidays that have been accumulated during said leave.

Section 11.04. Employees required to work on any of the recognized holidays listed in 11.01(A), shall be compensated at one and one-half (1½) times their hourly rate of pay.

ARTICLE 12 **VACATIONS**

Section 12.01. Each employee who has been employed by the City for one (1) or more years, shall be entitled to vacation leave, together with his regular pay therefore, as follows:

- A. One (1) work week, five (5) days, shift personnel sixty-five (65) hours, for each employee who has worked one (1) year, but less than two (2) years;
- B. Two (2) work weeks, ten (10) days, shift personnel one hundred thirty (130) hours, for each employee who has worked two (2) years, but less than eight (8) years;
- C. Three (3) work weeks, fifteen (15) days, shift personnel one hundred ninety five (195) hours, for each employee who has worked eight (8) years, but less than fifteen (15) years;
- D. Four (4) work weeks, twenty (20) days, shift personnel two hundred sixty (260) hours, for each employee who has worked fifteen (15) years, but less than twenty-two (22) years;
- E. Five (5) work weeks, twenty-five (25) days, shift personnel three hundred twenty five (325) hours, for each employee who has worked twenty-two (22) years or more.
- F. The amount of vacation to which an employee is entitled shall be prorated for the employee's last calendar year of employment based on the number of pay periods completed since the employee's last anniversary date.

Vacation shall be prorated as follows:

1. The number of pay periods completed since the last anniversary date shall be divided by 26.
2. Multiply the results from 1 above by the number of hours of vacation the employee is entitled to per year.
3. Divide the results from 2 above by 65 hours for shift employees, 40 hours for forty hour employees.
4. Multiply the results from 3 above by the employee's weekly rate (i.e., ½ the applicable bi-weekly rate contained in the Appendix of this Agreement).
5. The dollar amount from 4 above shall be reduced by any amount already paid to the employee from the current year's vacation.

Section 12.02.

- A. Forty (40) hour employees who have accumulated more than seven hundred twenty (720) hours of sick leave shall receive one (1) additional day of vacation for each three (3) additional days of unused sick leave earned during the previous year, or at the employee's option, he shall be paid his current rate of pay for such time.
- B. Shift employees who have accumulated more than nine hundred fifty (950) hours of sick leave shall receive one (1) additional day of vacation for each three (3) additional days of unused sick leave earned during the previous year, or at the employee's option, he shall receive twelve (12) hours pay based on his forty (40) hour rate for each day.

Sick Leave Used:

0 1 2 3 4 5 6

Days Pay:

5 4 4 4 3 3 3

Shifts Off:

3 2 2 2 2 2 2

- C. Such vacation time or payment in lieu thereof, shall be charged against the employee's accumulated sick leave. The employee shall only have deducted from his sick leave accumulation one-third (1/3) of the pay or time taken (i.e., 72 hours off = 24 hours deducted).

Employees shall also have the option to take none of the above and accrue the time as sick leave. If the employee elects to be paid, he shall receive payment by January 31st, of the following year.

Section 12.03. Vacations shall be scheduled in accordance with the Fire Chief's policy in effect at that time, as developed through the labor-management committee process and in compliance with this Agreement. Vacation days may be taken in eight (8) hour and 12 hour increments, which shall be in accordance with the twenty-four (24) hour shift schedule and the eight (8) hour and 12 hour overtime shifts. To allow full twenty-four (24) hour days off to be scheduled with priority, these vacation shifts may only be scheduled if the "days off" limit under Section 8.09 has not been reached. In any event, an eight (8) hour or 12 hour vacation shift may not block a twenty-four (24) hour day off, as long as it was scheduled in accordance with Section 8.09. If an employee is unable to take his vacation due to work requirements, he may accumulate and carry over unused vacation time for a period of three (3) years, or upon authorization of the appointing authority, shall be paid for such time at his current rate of pay.

ARTICLE 13 **LEAVES OF ABSENCE**

Section 13.01. The appointing authority may grant a written leave of absence, without pay, for a period not to exceed one (1) year. Any request for leave of absences shall be reported immediately to the Employer together with the reasons therefore.

Section 13.02. Such absence from duty may be granted for temporary physical disability, study or training of value in connection with the public service or for other good and sufficient reasons, satisfactory to the Employer. At no time shall a leave of absence be granted in order that a classified officer or employee may become a candidate for a public office or for him to engage in a campaign for any candidate to an elective public office.

Section 13.03. Family Leave. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Employer's Family and Medical Leave Act policy dated January 2009, or as hereafter amended in accordance with applicable law.

Section 13.04. Military Leave. All employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services in accordance with applicable state and federal laws.

ARTICLE 14 **PROBATIONARY PERIOD**

Section 14.01. All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 14.02. All newly promoted employees will be required to serve a promotional probationary period of one hundred eighty (180) days. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position. Any such demotion may be appealable through the grievance procedure contained herein, but not to any Civil Service Commission.

Section 14.03. If an employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraphs 14.01 above.

Section 14.04. Any bargaining unit employee, hired on or after January 1, 2014 and who does not obtain an EMT-Paramedic certification within thirty (30) calendar months from the date the employee begins an available EMT-Paramedic certification program offered by the Employer, shall be discharged. If an individual is expelled from, or chooses to voluntarily leave, any such certification program, the employee shall be, in the Employer's sole discretion, discharged. Any discharge under this section shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission. This section is independent of Section 14.01 regarding the one (1)-year general probationary period for newly hired employees, and in no way limits the exercise of Employer discretion thereupon.

ARTICLE 15 **UNIFORM ALLOWANCE**

Section 15.01. Each employee upon original appointment, shall receive the following uniform and other items of official clothing:

2 pr. shoes (includes 1 pair for dress uniform)	1 blue jkt. (liner)
1 necktie	3 badges (1 coat, 1 hat & 1 shirt)
1 hat	2 name plates
3 blue shirts (l. sleeve)	1 black trouser belt
3 blue shirts (s. sleeve)	3 t-shirts
3 blue pr. pants (wash & wear)	1 ball cap
1 pair dress uniform pants	1 blouse with long sleeve dress uniform shirt
	2 turnout bags

Upon written request of the probationary employee, the Employer will replace worn out items, that the Fire Chief determines were worn out in the non-negligent performance of the employee's duties. The employee will turn in to the Employer the worn out item(s).

Section 15.02. Upon satisfactory completion of the employee's twelve (12) month probationary period, the employee shall be allowed to receive additional clothing and apparel upon a basis of sixty dollars (\$60.00) per month for each month of the calendar year yet remaining in the year in which a permanent appointment is obtained. Thereafter, the employee, together with all other employees, during the time they are required to wear an official fire uniform, shall be entitled to receive in cost the sum of seven hundred twenty dollars (\$720.00) per person for each calendar year, except as hereafter otherwise provided. Such sum of seven hundred twenty dollars

(\$720.00) per calendar year shall be cumulative such that if the entire maximum allocated to such employee is not used during one (1) calendar year, the unused difference shall be placed in credit of such employee for a subsequent calendar year and thereupon shall be added to his allowance for such later year.

A uniform committee shall be established which consists of two (2) individuals representing the Employer and two (2) individuals representing the Bargaining Unit. The Committee shall meet to determine any changes to the Fire Department uniform and to establish any limits with regard to cost or number of items that may be purchased. All recommendations of the Committee shall represent a majority and be in writing with copies to the Employer and the Union by July 1 of each year. Final approval for the Fire Department uniform shall be by the Fire Chief.

The uniform allowance will be prorated for the year in which the employee plans to retire.

Section 15.03. The annual allowance given to an employee as set forth, shall be considered available to cover ordinary wear and tear and replacement of the following uniform and other items of official clothing. In addition, employees may purchase other job related items upon the advance approval of the Chief.

<u>ITEMS</u>	<u>DESCRIPTION</u>
Belts	Black trousers belt
Neckties	Black
Hats	Dress type, ball cap with approved emblem
Shirts	Long sleeve, white
Shirts	Long sleeve, blue
Shirts	Short sleeve, white
Shirts	Short sleeve, blue
Pants	Blue, wash and wear
Pants	Blue, dress
Blouse	Blue, dress
Work jacket	Dark blue, zip-out winter liner
Badges	For: coat, shirt and hat
Underwear	Thermal
Shoes	Black leather
T-shirts	emblem
Watches	(Rescue personnel only)
Socks	White, dark blue, black
Job shirt	
Knit Cap	
Gloves	Black leather

Section 15.04. All employees shall have at least one (1) complete dress uniform consisting of the following:

Dress hat with badge	Tie
White shirt	Dress blue pants
Black shoes	Blouse

Such employees shall be in dress uniform, as the job requires, or at the discretion of the Chief.

Section 15.05. Due to the type of work that is done by the Arson Bureau, special consideration must be taken, allowing these employees to work in civilian clothes. Also, on other special occasions, employees may be allowed to wear civilian clothes with the approval of the Chief. Arson Bureau employees may wear coveralls while investigating fire scenes. Coveralls may be purchased and charged to the Employer, to be deducted from his clothing allowance. Arson Bureau employees may purchase civilian type clothes if deemed necessary.

Section 15.06. All employees will wear short sleeve shirts from April 1st until October 31st, and long sleeve shirts from November 1st until March 31st, unless otherwise approved by the Chief. The exceptions are covered under special uniform exceptions, then it is optional.

Section 15.07. The Employer shall be responsible for the outfitting of all employees with the proper N.F.P.A. approved safety equipment. Proper safety equipment shall include the following:

<u>NUMBER</u>	<u>ITEM</u>
One (1) pair	Department-issued eye protection
One (1)	Fire safety helmet
Two (2) pairs	Fire service gloves
One (1)	Bunker coat with liner
Two (2) pairs	Turn-outs with liner and suspenders
Two (2) pairs	Fire service type knee boots
One (1)	Folding spanner wrench
One (1)	Nomex hood

The Employer will purchase a SCBA Face Piece and storage bag as necessary for those firefighters who cannot wear the standard sizes. A fit test will be done as determined necessary by the Employer.

All employees shall wear safety equipment while responding to an emergency situation, with the exception of drivers. The Employer shall replace any damaged or worn out equipment as rapidly as possible and shall maintain an inventory of safety equipment to permit the temporary or permanent replacement of worn or damaged equipment.

Section 15.08. In the event of damage to prescription eyeglasses (including frames) or contact lenses which damage occurs in the performance of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from the employee's personal insurance, or workers' compensation, and the actual cost of repair or replacement.

ARTICLE 16
INSURANCE

Section 16.01. The Employer shall provide health insurance coverage and dental insurance for each bargaining unit employee.

1. Effective January 1, 2015, deductibles, co-insurance, and out-of-pocket maximums described as Super Med Plus (network/non-network), except where otherwise specified below.
 - a. Effective January 1, 2010, \$20 patient co-pay for each visit to a provider to be added — not included in the deductible and out-of-pocket maximum.
 - b. Effective January 1, 2010, single and family deductibles will be increased from \$100/\$200 to \$200/\$300 in network and out of network.
 - c. Effective January 1, 2010, colonoscopy screening will be added in accordance with recommendations of the American Cancer Society, that includes one (1) office visit. This benefit is only available through an Employer designated provider.
 - d. Effective January 1, 2017, in addition to the employee's deductible, the employee will pay twenty percent (20%) of in-network costs up to a maximum of six hundred dollars (\$600.00) for single coverage and \$1,200.00 for family coverage each calendar year, and will pay thirty percent (30%) of out-of-network costs up to a maximum of \$1,200.00 for single coverage and \$2,400.00 for family coverage each calendar year.
2. Effective January 1, 2010, prescription plan:

<u>Retail – 30 day supply</u>	<u>Mail – up to 90 day supply</u>
\$0.00 for generic	\$0.00 for generic
\$15.00 for formulary	\$15.00 for formulary
\$25.00 for non-formulary	\$25.00 for non-formulary

Effective January 1, 2017, prescription plan:

<u>Retail – 30 day supply</u>	<u>Mail – up to 90 day supply</u>
\$0.00 of the cost for generic	\$0.00 of the cost for generic
\$20.00 of the cost for formulary	\$20.00 of the cost for formulary
\$30.00 of the cost for non-formulary	\$30.00 of the cost for non-formulary

Members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent generic drug within the drug class, which has resulted in an insufficient therapeutic effect as determined by the member's provider, shall be authorized to replace such drug with a formulary item as prescribed by their provider at

50% of the non-generic formulary co-pay amount. Additionally, members who provide documented evidence that they and their provider have attempted to use a therapeutically equivalent formulary drug within the drug class, which has resulted in an insufficient therapeutic effect as defined by the member's provider, shall be authorized to replace such drug with a non-formulary item as prescribed by their provider at the formulary co-pay amount.

If an employee pays the full cost for a prescription drug covered by the plan, the Employer will reimburse the employee for that out-of-pocket cost.

Section 16.02. Health Insurance Premium. Effective January 1, 2015, the Employer shall contribute up to eighty-nine percent (89%) of the cost of the insurance premium and employees through payroll deduction shall pay eleven percent (11%) of the premium cost for health care benefits described in this Article. Effective January 1, 2016, the Employer shall pay eighty-eight percent (88%) of the cost of the insurance premium and employees through payroll deduction shall pay twelve (12%) percent of the premium cost for health care benefits described in the Article. Effective January 1, 2017, the Employer shall pay eighty-seven percent (87%) of the cost of the insurance premium and employees through payroll deduction shall pay thirteen percent (13%) of the premium cost for health care benefits described in the Article.

The COBRA rate established by the City's third party administrator (TPA) shall be utilized to determine the above premium cost sharing.

Section 16.03. The Employer shall pay the full cost for a \$20,000 group term life insurance policy covering all bargaining unit employees. In the event of line of duty death, the insurance policy shall be for \$50,000 for bargaining unit employees.

Section 16.04. Employee Options — Waiver of Insurance Coverage or Spouse Eligibility. Bargaining unit employees are offered two (2) different options, those being 1) waiver of insurance coverage or 2) spouse eligibility. Both options become effective January 1, 2010. Interested employees must notify the Human Resources Department in writing prior to January of each year of the Agreement if they are interested in selecting one (1) of the options offered. The options are described as follows:

Option 1) Waiver of Insurance Coverage — Employees may elect to waive insurance coverage for their spouse prior to January of each year. Proof of waiver of spousal coverage shall be in the form of a pay stub showing that the spouse has insurance through their employer, and are therefore primary coverage on their employer's plan. Employees electing to waive spousal coverage shall be paid in two (2) installments; \$750.00 the first pay period in January each year and \$750.00 the first pay period in July of each year.

Employees electing to waive coverage altogether for themselves and their family shall be paid an additional two (2) installments of \$750.00 the first pay period in January each year and \$750.00 the first pay period in July of each year for a total payment of \$1,500.00 in January and \$1,500.00 in July of each year.

Insurance waiver payments will be considered in lieu of health insurance coverage. The parties agree that the insurance waiver amounts listed herein are the agreed upon value of the health insurance coverage. The payments are not to be considered as wages for calculating overtime pay, pension, or related fringe benefits.

If a court or administrative mandate is rendered that requires that these payments are to be treated as wages, the City has the right to terminate this insurance waiver provision.

If the national or state government creates changes to health care that removes the need for an incentive to move spouses or other dependents off of the City's plan, it will be considered an exigent circumstance and the parties agree the City will have the right to terminate the insurance waiver provision.

An employee who waives insurance coverages and then due to divorce, death of a spouse, or spouse's loss of insurance will be permitted to reapply to the insurance plan subject to the provisions of the plan. Upon acceptance into the plan, the waiver supplement shall be eliminated and any prepaid waiver will be prorated by the City and repaid to the Employer through payroll deduction. Employees terminating employment and new employees will also have their waiver prorated.

Option 2) Spouse Eligibility — The Employer will reimburse the employee for the spouse's cost to purchase single premium medical coverage at the spouse's place of employment upon proof of such premium cost not to exceed \$200.00 per month. Bargaining unit employees taking advantage of the reimbursement will provide the Employer with information about his/her spouse's employer and about his/her spouse's eligibility for medical coverage and the cost of the coverage.

A spouse eligibility incentive formula will be developed to reward employees 10% of the net savings of spouse's medical claims that exceed the reimbursement made to the employee for the cost to purchase the spouse's single premium. In no case will the incentive payment exceed 10% of the specific stop loss amount.

Example: Assume an employee chooses to participate in the spousal carve-out program and their spouse has access to health insurance for a cost of \$100 per month the City will reimburse the employee for the cost to purchase that coverage for their spouse (provided proof of coverage and cost is submitted to the City of Lima). At the end of the calendar year, if claims paid by the spouse's insurance plan (as determined by EOBs from the spouse's insurance company) for the spouse exceed the amount reimbursed to the employee for purchase of the coverage, in this case \$1,200, the employee will receive a check in the amount of 10% of the difference between what the City paid for the coverage and what the spouse's health plan paid for claims for the spouse. If the spouse had incurred claims paid by their health insurance of \$5,000, the employee would receive a check in the amount of \$380, or \$5,000 minus \$1,200 which is equal to \$3,800 times 10% or \$380.

If a court or administrative mandate is rendered that requires that these payments are to be treated as wages, the City has the right to terminate this spouse eligibility provision. If the state or national government creates changes to health care that removes the need to move spouses off the City's plan, the parties agree the City will have the right to terminate the spouse eligibility provision.

Section 16.05. Hearing Benefit. The City shall provide, as an addition to the health plan document, a hearing benefit for members covered by the City's health plan. Both employees and eligible dependents will be covered. Reference insurance rider — Medical Mutual.

Section 16.06. Alternative Plans. The Employer may offer alternative health insurance plans to employees with alternative employee premium costs.

Section 16.07. Notwithstanding the above sections, the parties mutually agree that this article shall be in compliance with any requirements mandated by any federal health insurance laws or may be amended as necessary to avoid, if possible, health insurance benefits from becoming taxable. The Employer agrees to negotiate with the Union before making any changes to the insurance plan as provided in this section.

Section 16.08. Should the Employer opt to not contribute any portion of its budgeted amount for insurance premiums from the City's general fund in a given month of a calendar year, bargaining unit employees will be credited, in a subsequent month, for the same portion of the employee's share of the premium for the month the Employer opted not to contribute such portion.

ARTICLE 17

PERSONNEL REDUCTIONS AND TRANSFERS

Section 17.01. Layoffs.

- A. Whenever a reduction in employees is required because of a shortage of funds or work, or a material change in duties or organization, employees shall be laid off in inverse order to length of service in the Lima Fire Department, without regard to rank or classification.
- B. A laid off employee shall be eligible for recall for a period of thirty-six months after the effective date of the layoff. Notice of recall shall be sent by certified or registered mail, with a copy sent to the union, to the last address registered with the Employer by the employee. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the City of his or her intention to return to work and shall have fourteen (14) days following mailing the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.
- C. A laid off employee shall have the option to receive payment for all earned but unused vacation, holidays and compensatory time for which they have not otherwise been compensated.

- D. Health and life insurance coverage, per this agreement, will be continued until the end of the month following the month of layoff. The employee may, thereafter, elect to continue participation in such health plan in accordance with the Employer's COBRA policy.
- E. In the event it becomes necessary to layoff bargaining unit employees, the Employer agrees to notify the Union and affected employees at least twenty-one (21) calendar days in advance of the effective date of the first layoff. Upon request from the Union, during the twenty-one (21) day notification period, the Employer agrees to meet with representatives of the Union to discuss alternatives to the layoffs and the impact of the layoffs on the bargaining unit employees.

Section 17.02. Job Abolishment. A regular employee whose position is abolished shall be transferred to a vacant position in the same or comparable class, subject to approval by the Civil Service Board or may elect to accept voluntary demotion to the next lower class for which he is qualified and have his name placed upon an appropriate reemployment list for the original position. Such reduction in rank shall be accomplished by reducing in rank those employees with the least tenure in the affected rank, determined from the employee's promotion date to that rank. Each employee of lower rank who is bumped out of rank or classification shall, in turn, be reduced only rank, to the rank or classification they held previously.

Section 17.03. Reclassification. Whenever the duties of a position become changed so as to require reclassification of the position, the incumbent thereof, with the approval of the Civil Service Board, may be retained in the position under the new classification, or at his option, may be either transferred to a vacant position in the class to which the position was formerly allocated or placed on the reemployment list for that class. Whenever the position is reclassified to a higher class, the incumbent of such position may be advanced hereto, if he can demonstrate his qualifications by passing a non-competitive examination for the class, or if he is unable to meet such non-competitive requirements, he shall be continued in the service under his old title and at his old salary.

Section 17.04. Employees shall retain their previously accrued seniority with the City while on layoff.

Section 17.05. The parties agree that the procedures within this article shall supersede any Ohio Revised Code Section or Civil Service Rules and Regulations in conflict with the procedures herein.

Section 17.06. A bargaining unit employee who, after reporting to his assigned station, is required to work all or part of his tour of duty at another station, will drive his personal vehicle and be compensated for an additional twenty (20) minutes for this purpose at the appropriate rate of pay. Subsequent trips on a tour of duty will be paid only at the established City mileage reimbursement rate with a five (5) mile minimum.

ARTICLE 18
NON-DISCRIMINATION

Section 18.01. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, religion, national origin, ancestry, sex, disability/handicap, genetic information, veteran's status or military status.

Section 18.02. Both the Employer and the Union agree not to discriminate against any employee for his lawful activity in behalf of or membership in the Union.

Words, whether in the masculine, feminine, or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 19
SAFETY AND HEALTH

Section 19.01. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety.

Section 19.02. The Safety Committee shall consist of three (3) individuals representing the Employer, which shall include the Fire Chief or Deputy Chief, and three (3) individuals representing the Union. The Committee shall meet whenever the need arises and discuss safety and health conditions of the Department. All recommendations of the Committee shall be in writing with copies to the Employer and to the Union. Failure to implement the majority recommendation of the Safety Committee within a specified period of time will be subject to the grievance procedure.

Up to two (2) bargaining unit employees shall participate in the City of Lima Safety Committee.

Both committees shall run concurrently throughout the Agreement. At the end the parties will determine which of the two (2) committees the IAFF will remain a part of.

Section 19.03. Bargaining unit personnel will be given the opportunity to be given the Hepatitis B vaccine at the City's expense and any medically required test (blood titre) or medically required revaccination.

Section 19.04. Physical Fitness. The purpose of the physical fitness program is to ensure that all fire suppression employees of the Lima Fire Department maintain the level of physical fitness required to do their job and to extend the health of the employees. It is recognized that each employee is responsible for his physical conditioning and will diligently strive to meet standards. The parties recognize the need for a systematic standard for progressive discipline if physical fitness is not maintained.

All fire suppression employees of the Lima Fire Department shall be given a physical fitness assessment to determine if the employee is physically able to perform the essential functions of his position. In subsequent years under this Agreement the physical fitness assessment and its timing shall follow guidelines established by the physical fitness committee. The physical fitness committee will consult with the Department doctor to ensure that the content of the physical fitness examination is conducted in accordance with the appropriate guidelines set forth within the current National Fire Protection Association publication 1582. The physical fitness committee will select the person(s) to conduct the physical fitness assessment. The Fire Chief will advise the physical fitness committee at the beginning of the fiscal year regarding funding and budget limits. The Employer shall be responsible for the cost of the physical fitness examination and any follow-up tests directed by the physical assessment physician in order to determine the employee's ability to remain in full duty status. Once the employee has been released by the physical assessment physician to return to work, all follow-up testing thereafter shall be paid in accordance with the health insurance plan document.

Each year, all fire suppression employees of the Lima Fire Department shall be required to take a physical fitness/physical agility test to be determined by the physical fitness committee. The physical fitness tests shall consist of tasks which closely relate to those required by a firefighter. The Fire Chief may, in conjunction with the physical fitness committee, make the determination to use different methodology for the physical fitness/physical agility test.

Annual physical fitness assessments as determined by Committee guidelines will be completed before administering the annual physical fitness test. Any employee found to be at an elevated risk factor due to valid medical reasons, including a temporary disability, shall be reasonably accommodated by the Employer, to the extent such accommodation is possible within the Department. Such accommodation may also include a medical leave of absence of up to one (1) year or a requirement by the Employer that the employee be examined by a licensed medical practitioner selected by and at the expense of the Employer. The Employer may periodically require that the employee be reexamined in accordance with Section 9.09 of this Agreement. For the purposes of this section, if a shift employee is placed on a 40 hour duty schedule due to a temporary disability accommodation, the employee's sick leave, vacation, and holiday accrual shall be calculated at the 53 hour rate for up to 30 days of assignment, or with the discretion of the Fire Chief for up to 90 calendar days.

A physical fitness committee is hereby established consisting of the Fire Chief, and one person appointed by the Mayor the Human Resources Director and three (3) members appointed by the Union. The program and changes to the program will be by agreement of all committee members.

Section 19.05. Whenever there is a question regarding an employee's mental or physical ability to perform the essential functions of the employee's position, the Employer may require the employee to submit to an examination conducted by a physician or psychologist selected by the Employer. The cost of the examination shall be paid by the Employer.

The Employer may place the employee on paid administrative leave pending the outcome of such examination. If the employee is determined through such medical or psychological

examination to be incapable of performing the essential functions of the employee's position, the leave time utilized pending the examination and any subsequent required leave shall be charged to the employee's sick leave account.

ARTICLE 20 **UNION BUSINESS**

Section 20.01. The Employer agrees that during the working hours, on the Employer's premises, and without loss of pay, Union representatives shall be permitted to perform the following functions subject to the advance approval of the Chief and provided the normal operations of the Department are not disrupted.

- A. Attend meetings with Management;
- B. Transmit communications, authorized by the local Union or its officers to the Employer or his representatives;
- C. Consult with the Employer or his representatives, concerning the enforcement of any provision of this Agreement;
- D. The Employer agrees that the Union's representatives may post Union notices on bulletin boards, distribute Union literature and solicit Union membership in work areas;
- E. The Employer agrees that a maximum of four (4) members of the Union, unless a greater number shall be previously agreed upon, having been selected to attend any Union conference or convention will be granted time off with pay to attend such function by giving at least ten (10) calendar days written notice to the Employer. This time off shall not exceed twenty (20) days, in the aggregate, for the Union each year. It is agreed by the Union, that should an emergency arise, the Union would honor the Employer's request to send an alternate. The twenty (20) days per year shall be accounted for and reported to the Chief quarterly by the Union President. Such time may be used in quarter day segments.

If the local Union does not use all of the twenty (20) days in a calendar year, it may request in writing to the Fire Chief that unused days be carried over to the next calendar year.

Section 20.02. The Union shall provide the Fire Chief with an official written roster of its Union representatives, which is to be kept current at all times and shall include name and Union position held.

ARTICLE 21 **HOUSEKEEPING**

Section 21.01. Routine housekeeping, refurbishing, redecorating, cleaning, minor maintenance and other traditional functions identified as "firefighter-like" duties shall continue to be

accomplished throughout the fire stations, but only volunteers will be asked to perform painting or cleaning of non-fire fighting living quarters or of the apparatus floor's ceiling, roof joists and interior walls.

ARTICLE 22
SCHOOLING AND EDUCATIONAL INCENTIVE

Section 22.01. The City would agree to reimburse all employees that would, through schooling, upgrade their technical skills to the point of receiving an Associate Degree or Bachelors Degree in the respective field. These funds would be refunded upon reception of degree and is to cover tuition expenses only. These funds are only to be used by employees not qualifying for any other federal or state programs. This Article is contingent upon approval by the Fire Chief and Mayor and the advance approval of funds and passage of appropriate legislation by City Council.

Section 22.02.

- A. Employees going to school for training upon an employee's initiating request may be placed on a forty (40) hour schedule during such school or the employee will receive up to eight (8) hours of pay based on his forty (40) hour rate of pay, or compensatory time for the number of actual class hours. In the event the employee receives pay and the class exceeds eight (8) hours, the employee will receive compensatory time for the remaining time. Compensatory time will be hour-for-hour and will not be reflected on the employee's overtime balance. The final approval for attending schools under this Section will rest with the Chief or his representative. No compensation will be received until successful completion of the course. For functions that only require attendance, the employee will sign an affidavit of attendance to receive compensation.

- B. Bargaining unit employees voluntarily attending training to obtain their paramedic certification shall be compensated in accordance with Section 22.02 (A). An employee enrolled in the paramedic certification program who fails to obtain their state license within 120 calendar days of completing the training program shall be required to reimburse the Employer for all tuition costs, books, and fees associated with the paramedic certification program. In the event the employee withdraws from the paramedic certification program prior to starting the second semester of course work, he shall not be required to reimburse the Employer. Reimbursement herein, shall be in accordance with Appendix C(1), Addendum to Binding Contract for Reimbursement of Hiring and Training Expenses. Beginning January 1, 2015 any such employee who voluntarily elects to obtain a paramedic certification shall be subject to, as found in Article 28 of this Agreement, the same rules for maintaining the paramedic certification and included in the minimum number of EMT-Paramedics, as an employee hired on or after January 1, 2014.

- C. Employees attending schools that are mandatory may be placed on a forty (40) hour schedule or will receive time and one-half (1½) his hourly rate of pay, based on his forty hour rate, for each actual class hour of attendance, if such actual class hours place the

employee in an overtime condition for that work period. Compensation received will be added to the employee's overtime balance.

Section 22.03. Effective March 1, 2010, any member who obtains or holds a state certification in one of the following shall be compensated as follows:

- a) EMT - Paramedic one and one-half (1.5) pay ranges increase
- b) EMT - B one-half (.5) pay range increase

Those members, who currently hold an EMT-B certification or obtain EMT-B certification during the term of this Agreement, shall maintain such certification during the term of this Agreement.

Section 22.04. Effective March 1, 2010, bargaining unit employees shall be paid thirty-six dollars (\$36.00) for each twenty-four (24) hour period that the employee is assigned to ride or work on the EMS transport unit. No more than three (3) employees will be assigned to such unit at any one (1) time unless otherwise stipulated by the Chief of the Fire Department. Assignment to the unit shall be at the Chief's discretion or at the discretion of the Chief's designee. An employee assigned to the unit for less than the full 24 hour period will receive a prorated amount.

Section 22.05. At any point during the term of this Agreement the City, in its sole discretion, may determine to no longer provide EMS transport services. In the event of such action, the compensation provisions contained in Sections 22.03 and 22.04 above shall no longer be applicable and the compensation levels that existed in the previous Agreement (SERB Case No. 2009-MED-03-0353) in Section 22.03 for Paramedic and EMT certifications shall automatically be reinstated.

ARTICLE 23

SALARY SCHEDULE

Section 23.01. Effective January 1, 2015, the attached salary schedule marked Appendix A-1 shall be in effect. Appendix A-1 represents a two and one-half percent (2.5%) increase in wage rates over 2014 rates. Effective January 1, 2016, the attached salary schedule marked Appendix A-2 shall be implemented and replace Appendix A-1. Appendix A-2 represents a two percent (2.0%) increase in wage rates. Effective January 1, 2017, the attached salary schedule marked Appendix A-3 shall be implemented and replace Appendix A-2. Appendix A-3 represents a two percent (2.0%) increase in wage rates.

- A. Step "A" is the minimum rate and shall normally be the hiring rate for the class. In cases where it is difficult to secure qualified personnel, the appointing authority, with the authorization of the Civil Service Board and Council, may hire at the "B" or "C" steps.
- B. Step "B" is an incentive advancement to encourage an employee to improve his work. Employees shall be advanced to the "B" step upon the completion of six (6) months of satisfactory service in the class based upon the employee's performance evaluation(s).

- C. Step "C" represents the middle value of the salary range and is the rate at which a fully qualified experienced and conscientious employee may expect to be paid after a reasonable period of satisfactory service. An employee shall be advanced to the "C" step upon the completion of eighteen (18) months of satisfactory service in the class based upon the employee's performance evaluation(s) during the preceding twelve (12) months.
- D. Step "D" is to reward employees who have completed long service with the City. An employee shall be advanced to the "D" step upon the completion of thirty-six (36) months of satisfactory service in the class based on the employee's performance evaluation(s) during the preceding twelve (12) months.
- E. Step "E" is to reward employees who have completed longer service with the City. An employee shall be advanced to the "E" step upon completion of sixty (60) months of satisfactory service in the class based upon the employee's performance evaluation(s) during the preceding twelve (12) months.

The performance evaluation system will become effective for step advancement purposes January 1, 2000.

Effective January 1, 1994 longevity pay shall be incorporated into the salary schedule as follows:

- Step F** - Upon completion of eight (8) years of continuous service with the City and based upon satisfactory performance evaluation(s) during the preceding twelve (12) months.
- Step G** - Upon completion of fourteen (14) years of continuous service with the City and based upon satisfactory performance evaluation(s) during the preceding twelve (12) months.
- Step H** - Upon completion of eighteen (18) years of continuous service with the City and based upon satisfactory performance evaluation(s) during the preceding twelve (12) months.
- Step I** - Upon the completion of twenty-two (22) years of continuous service with the City and based upon satisfactory performance evaluation(s) during the preceding twelve (12) months.

Section 23.02. An employee who is promoted or reclassified from one class to another having overlapping salary range shall be adjusted to the next pay range above his old range. Advancement to Steps F through I will only occur if the employee has the required years of continuous service with the City.

Section 23.03. An employee who is promoted from one class to another shall be advanced to the next higher pay range. Upon the completion of six (6) months in the pay range, the employee shall again be advanced to the highest range authorized for the class.

An employee who is promoted and receives a change in pay range in excess of two (2) pay ranges, shall be advanced by a minimum of two (2) pay ranges. Upon the completion of six (6) months in the pay range, the employee shall again be advanced to the highest range authorized for the class.

Advancement to Steps F through I will only occur if the employee has completed the required years of continuous service with the City.

Section 23.04. Where one employee continuously occupies two or more positions concurrently, the highest salary range provided for one of the positions occupied shall be the appropriate range for determining the total compensation. Advancement to Steps F through I will only occur if the employee has completed the required years of continuous service with the City.

Section 23.05. For the purpose of this Article, employees who have resigned and are subsequently duly reinstated shall be considered, for pay purposes, the same as original appointees. Employees separated from the service because of injury or physical disability and subsequently duly reinstated to the same or similar position and employees laid off because of shortage of funds or work and subsequently re-employed, shall be given credit for previous service.

Section 23.06. Effective the first full pay period following the execution of this agreement, bargaining unit employees shall receive a one (1)-time, lump sum, non-recurring signing bonus payment of \$1,500.00.

ARTICLE 24 **CONFORMITY TO LAW**

Section 24.01. This Agreement supersedes and replaces all State Laws and Civil Service Laws, Rules, and Regulations which it has authority to supercede or replace. Where this Agreement is silent, the provisions of applicable Law shall prevail.

Section 24.02. If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any provision(s) of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 25 **MAINTENANCE OF STANDARDS**

Section 25.01. The Employer agrees that during the pendency of these negotiations, whether before or after expiration of the current collective bargaining agreement, it will not cause or permit any changes in the wage rates or other terms and conditions of employment (including all grievance and grievance arbitration procedures and other procedural rights and protections) in force as of July 1, 2009, without the express, written consent of the Union. Any change will

occur only as a result of an agreement with the Union and/or as a result of an award by a conciliator and/or as a result of any other process expressly approved by the Union. The effective date of such change will be agreed upon by the City and the Union (whether voluntarily or as a matter of law as a result of any failure to disapprove recommendations from a fact finding panel) or the date ordered by the conciliator, which in either event may be retroactive to the date of the expiration of the present Agreement.

ARTICLE 26 **GRIEVANCE PROCEDURE**

Section 26.01. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner. The time limits in this Article may be extended by mutual agreement between the Employer and the Union, which agreement shall be in writing.

Step 1: The employee with or without a Union Representative may take up the grievance or dispute with the Deputy Chief of Personnel. The Deputy Chief shall then attempt to adjust the matter and shall respond to the employee within seven (7) of the Deputy Chief's workdays. Grievances must be submitted to Step 1 within forty-five (45) calendar days of the incident giving rise to the grievance. Forty (40) hour employees will submit grievances at Step 2. Grievances regarding suspension, demotion, or discharge shall start at Step 2 of the Grievance Procedure with the Chief holding a hearing within five (5) workdays of the filing of the grievance.

Step 2: If the grievance still remains unadjusted, it shall be presented in writing together with all pertinent materials by the Union Grievance Committee to the Fire Chief within seven (7) work days after the response of the Deputy Chief is due. The Fire Chief or designee shall respond in writing to the Union Grievance Committee within seven (7) work days.

Step 3: If the grievance still remains unadjusted, it shall be presented in writing together with all pertinent materials by the Union Grievance Committee to the Mayor within seven (7) work days after the response of the Chief is due. The Mayor shall respond in writing to the Union Committee within seven (7) work days.

For purposes of this grievance procedure, "work days" shall include Monday through Friday but exclude Saturday, Sunday, and holidays.

ARTICLE 27 **ARBITRATION PROCEDURE**

Section 27.01. In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) calendar days after the rendering of

the decision at Step 3, or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. An arbitrator will be selected in the following manner:

The Union representative shall contact the Employer's representative within ten (10) calendar days to attempt to choose the arbitrator by mutual agreement of the parties. If no agreement is reached, either party may request the Federal Mediation and Conciliation Service to provide a list of nine (9) arbitrators who are members of the National Academy of Arbitrators. Within fourteen (14) calendar days after receipt of such list, the parties shall meet to select the arbitrator by striking from the list. The party submitting the demand to arbitrate shall be the first to strike a name. Prior to striking the list each party shall have the option to completely reject the entire list of names provided by the Federal Mediation and Conciliation Service once and request another list.

Section 27.02. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of the Agreement.

Section 27.03. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 27.04. The hearing(s) shall be conducted pursuant to the Rules and Regulations of the Federal Mediation and Conciliation Service.

Section 27.05. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 27.06. The arbitrator's decision and award will be in writing and delivered within sixty (60) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 27.07. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedure herein contained.

ARTICLE 28 **CONDITIONS OF EMPLOYMENT**

Section 28.01. For employees hired on or after January 1, 2015 residency requirements shall be in accordance with O.R.C. 9.481. Any fire department employee shall reside in Allen County or a county contiguous to Allen County, within eighteen months of the employee's date of hire.

If state law changes in any way to permit reimplementation by the City, if a court of competent jurisdiction permits reimplementation by the City, or if the City determines its ability to reimplement residency, the following requirement shall be in effect: All bargaining unit employees hired subsequent to the date of reimplementation and thereafter shall maintain a primary and permanent residence within the city limits of the City of Lima, Ohio after completion of their probationary period. The employee will maintain a residence which establishes the bargaining unit employee's ongoing physical presence to make that employee available the majority of the employee's non-work time to be called in to work for emergencies or other assignments.

Section 28.02. Employees certified as an EMT-Basic as of January 1, 2014, shall be required to maintain their EMT-Basic certification for the entire term of their employment with the Lima Fire Department. However, any employee who possessed a first responder certification as of January 1, 2014, shall maintain at least such certification for the entire term of their employment with the Lima Fire Department.

Bargaining unit employees who are assigned to twenty-four (24)-hour shift work in the ranks of Battalion Chief and below hired prior to January 1, 2014 who were certified as an EMT-Paramedic prior to January 1, 2014 must maintain such certification until June 30, 2017, after which such requirement shall cease to have force and effect for such employees.

Bargaining unit employees who are assigned to twenty-four (24)-hour shift work in the ranks of Battalion Chief and below, hired on or after January 1, 2014 or for employees who voluntarily obtained an EMT-Paramedic certification under Article 22.02(B), are required to maintain an EMT-Paramedic certification such that the City maintains at least thirty (30) certified EMT-Paramedics. Once the Lima Fire Department reaches such a threshold, bargaining unit employees will be given the opportunity, in inverse order of length of service with the Lima Fire Department, to only maintain an EMT-Basic certification. Any employee who opts to give up an EMT-Paramedic certification will be required to maintain the EMT-Basic certification for the duration of employment with the city.

Should the City no longer choose to run EMS transport service, the number of thirty (30) EMT-Paramedics will not be necessary, and bargaining unit employees would only be required to maintain an EMT-Basic certification.

Section 28.03. Bargaining unit members are required to maintain a valid motor vehicle operator's license. Any bargaining unit member who fails to maintain the requirement, or who is subjected to a suspension or revocation of their operator's license, shall notify their Department Head and Human Resources Director before their next tour of duty. In no event will a position be created to accommodate the employee's loss of license.

If the employee loses driving privileges for 180 days or less, the employee may take an unpaid leave of absence for that time. In lieu of unpaid leave, the employee may utilize any accumulated vacation, holidays, or compensatory time. If the employee does not regain the driving privileges during the 180 day period, the Employer may file for disciplinary action, up to and including dismissal, pursuant to Article 5.

During the leave in the above paragraph, the employee will continue to be covered by the City's insurance benefit program.

This provision does not prohibit the Employer from taking other appropriate disciplinary action against an employee for failure to maintain the requirement of having a valid motor vehicle operator's license.

ARTICLE 29 **WAIVER IN CASE OF EMERGENCY**

Section 29.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Allen County Sheriff, the Mayor of Lima, or any other authorized governmental official, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

Section 29.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 30 **EMPLOYEE ASSISTANCE PROGRAM**

Section 30.01. The Employer will maintain an Employee Assistance Program (E.A.P.) for employees who may require assistance with problems of a personal nature. The E.A.P. will be subject to the following conditions:

Section 30.02. Participation in the E.A.P. will be voluntary, and no employee will be ordered to utilize the services provided under the program. This does not preclude offering this program in disciplinary procedures.

If an employee elects to participate in the E.A.P. as part of any disciplinary action, the only information which may be presented before any arbitrator during any subsequent disciplinary proceeding shall be a stipulation that the Employer did previously give the employee an opportunity to correct the employee's problem and information regarding whether the employee successfully completed such program.

Section 30.03. Any medical information directly related to an employee's participation the E.A.P. program, or obtained as a result of the employee's participation in such program shall be kept confidential.

Section 30.04. Employees shall not be disciplined as a result of their participation in the E.A.P. program.

Section 30.05. During the course of an employee's participation in the E.A.P. program no representative of the Employer shall request any information with respect to the specifics of the employee's treatment program except as follows:

- To determine if the employee's absence qualifies for sick leave and/or family and medical leave;
- Estimated duration of the employee's absence from work;
- To determine the employee's ability to return to work;

The above restrictions shall not be applicable to any information obtained as a result of a criminal investigation conducted by any legally recognized law enforcement agency.

ARTICLE 31 **WORK OUT OF RANK**

Section 31.01. If a bargaining unit employee is temporarily assigned by the Chief or designee to perform in a higher-ranking position, and performs the duties and responsibilities of such higher ranking position for a minimum of eight (8) hours, the employee shall be entitled to receive acting pay for all hours so assigned. Acting pay shall be paid at a rate equivalent to the employee's current pay step in the next higher pay range. For example, an employee at pay step 3.5 E would be paid at pay range 1 step 4.5E

Section 31.02. The Chief or designee shall determine when temporary assignments are necessary under this Article.

ARTICLE 32 **PERSONNEL FILES**

Section 32.01. Employees, with or without a Union Representative, shall have the right to inspect their personnel file maintained by the Director of Human Resources within three (3) days after such employee has filed a written request with the Director of Human Resources.

Section 32.02. The employee shall be entitled to a copy of anything that has been placed in the employee's file at the normal cost charged to the general public for copies.

Section 32.03. Employees shall receive a copy of any "discipline of record" at the time it is first being placed in their personnel file.

Section 32.04. Records of verbal warning (written records) and written reprimands shall cease to have full force and effect two (2) years from the date of issuance, provided there have been no intervening disciplinary actions and such record shall not be used as evidence at any subsequent

disciplinary proceeding. Records of suspensions shall cease to have force and effect and shall not be used as evidence at any subsequent disciplinary proceedings after four (4) years from the date of issuance, provided there have been no intervening disciplinary actions. This section shall not be applicable to Continued Employment Agreements or any disciplinary action, in excess of a written reprimand, issued in connection with drug or alcohol abuse.

Section 32.05. If an employee file is requested by anyone other than the employee, or a representative of the Employer, the employee shall be notified of such request.

ARTICLE 33 **DURATION**

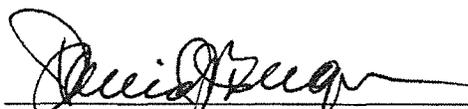
Section 33.01. This Agreement shall become effective on upon signing, and shall remain in full force and effect through the 30th day of June 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than seventy-five (75) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party. The parties hereby also agree that the salary schedule in Appendix A-3 shall remain in effect through December 31, 2017. Negotiations under this Article shall be for changes in salary to be effective January 1, 2018 and thereafter.

ARTICLE 34
EXECUTION

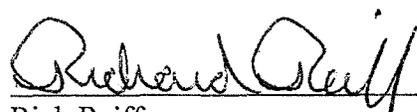
Section 34.01. In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the 5th day of January ~~2014~~ 2015 ^{no}

FOR THE CITY OF LIMA:

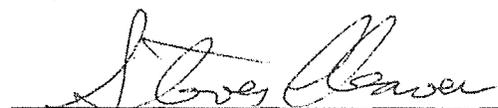
FOR LOCAL 334, THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO:



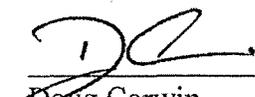
David J. Berger
Mayor



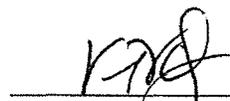
Rich Reiff
President



Steven Cleaves
Finance Director



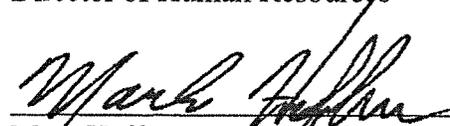
Doug Corwin



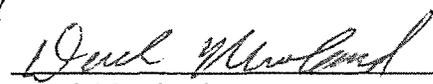
Vincent Ozier
Director of Human Resources



Justin Kavalauskas



Mark Heffner
Fire Chief



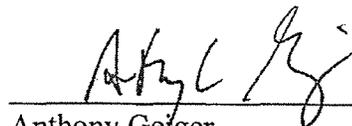
Derek Newland



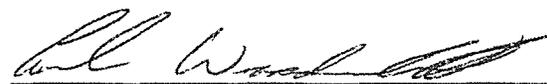
Aaron K. Weare
Management Consultant



Rick Robinson



Anthony Geiger
Law Director



~~Kevin Rader~~ Calvin Woodruff
Union Consultant

APPENDIX A-1
Effective January 1, 2015 through December 31, 2015

PAY RANGE	A	B	C	D	E	F	G	H	I
1	\$1,530.84	\$1,592.10	\$1,655.76	\$1,722.00	\$1,790.88	\$1,842.03	\$1,865.88	\$1,889.72	\$1,913.54
2	\$1,592.09	\$1,655.76	\$1,722.00	\$1,790.88	\$1,862.52	\$1,913.65	\$1,937.52	\$1,961.34	\$1,985.18
3	\$1,655.76	\$1,722.00	\$1,790.88	\$1,862.52	\$1,937.01	\$1,988.14	\$2,012.00	\$2,035.86	\$2,059.66
3.5	\$1,688.88	\$1,756.44	\$1,826.70	\$1,899.77	\$1,975.75	\$2,026.89	\$2,050.75	\$2,074.59	\$2,098.40
4	\$1,722.00	\$1,790.88	\$1,862.52	\$1,937.01	\$2,014.49	\$2,065.63	\$2,089.49	\$2,113.32	\$2,137.14
4.5	\$1,756.44	\$1,826.70	\$1,899.77	\$1,975.75	\$2,054.78	\$2,105.93	\$2,129.78	\$2,153.62	\$2,177.43
5	\$1,790.88	\$1,862.52	\$1,937.01	\$2,014.49	\$2,095.06	\$2,146.23	\$2,170.07	\$2,193.90	\$2,217.72
5.5	\$1,826.70	\$1,899.77	\$1,975.75	\$2,054.78	\$2,136.97	\$2,188.13	\$2,211.98	\$2,235.80	\$2,259.62
6	\$1,862.52	\$1,937.01	\$2,014.49	\$2,095.06	\$2,178.88	\$2,230.02	\$2,253.88	\$2,277.70	\$2,301.52
6.5	\$1,899.77	\$1,975.75	\$2,054.78	\$2,136.97	\$2,222.46	\$2,273.59	\$2,297.46	\$2,321.28	\$2,345.09
7	\$1,937.01	\$2,014.49	\$2,095.06	\$2,178.88	\$2,266.03	\$2,317.18	\$2,341.03	\$2,364.85	\$2,388.66
7.5	\$1,975.75	\$2,054.78	\$2,136.97	\$2,222.46	\$2,311.34	\$2,362.48	\$2,386.34	\$2,410.17	\$2,434.00
8	\$2,014.49	\$2,095.06	\$2,178.88	\$2,266.03	\$2,356.65	\$2,407.80	\$2,431.66	\$2,455.50	\$2,479.32
8.5	\$2,054.78	\$2,136.97	\$2,222.46	\$2,311.34	\$2,403.80	\$2,454.95	\$2,478.80	\$2,502.64	\$2,526.45
9	\$2,095.06	\$2,178.88	\$2,266.03	\$2,356.65	\$2,450.94	\$2,502.09	\$2,525.93	\$2,549.77	\$2,573.59
9.5					\$2,499.95	\$2,551.10	\$2,574.95	\$2,598.77	\$2,622.61
10					\$2,548.97	\$2,600.11	\$2,623.98	\$2,647.79	\$2,671.62
10.5					\$2,599.94	\$2,651.07	\$2,674.88	\$2,698.63	\$2,722.38

Pay Range 3: Firefighter

Pay Range 5: Fire Inspector I and Fire Lieutenant

Pay Range 7: Arson Investigator II, Fire Inspector II, and Fire Captain

Pay Range 9: Battalion Chief and Safety Training Officer

APPENDIX A-2
Effective January 1, 2016 through December 31, 2016

PAY RANGE	A	B	C	D	E	F	G	H	I
1	\$1,561.46	\$1,623.94	\$1,688.88	\$1,756.44	\$1,826.70	\$1,878.87	\$1,903.20	\$1,927.51	\$1,951.81
2	\$1,623.93	\$1,688.88	\$1,756.44	\$1,826.70	\$1,899.77	\$1,951.92	\$1,976.27	\$2,000.57	\$2,024.88
3	\$1,688.88	\$1,756.44	\$1,826.70	\$1,899.77	\$1,975.75	\$2,027.90	\$2,052.24	\$2,076.58	\$2,100.85
3.5	\$1,722.66	\$1,791.57	\$1,863.23	\$1,937.77	\$2,015.27	\$2,067.43	\$2,091.77	\$2,116.08	\$2,140.37
4	\$1,756.44	\$1,826.70	\$1,899.77	\$1,975.75	\$2,054.78	\$2,106.94	\$2,131.28	\$2,155.59	\$2,179.88
4.5	\$1,791.57	\$1,863.23	\$1,937.77	\$2,015.27	\$2,095.88	\$2,148.05	\$2,172.38	\$2,196.69	\$2,220.98
5	\$1,826.70	\$1,899.77	\$1,975.75	\$2,054.78	\$2,136.96	\$2,189.15	\$2,213.47	\$2,237.78	\$2,262.07
5.5	\$1,863.23	\$1,937.77	\$2,015.27	\$2,095.88	\$2,179.71	\$2,231.89	\$2,256.22	\$2,280.52	\$2,304.81
6	\$1,899.77	\$1,975.75	\$2,054.78	\$2,136.96	\$2,222.46	\$2,274.62	\$2,298.96	\$2,323.25	\$2,347.55
6.5	\$1,937.77	\$2,015.27	\$2,095.88	\$2,179.71	\$2,266.91	\$2,319.06	\$2,343.41	\$2,367.71	\$2,391.99
7	\$1,975.75	\$2,054.78	\$2,136.96	\$2,222.46	\$2,311.35	\$2,363.52	\$2,387.85	\$2,412.15	\$2,436.43
7.5	\$2,015.27	\$2,095.88	\$2,179.71	\$2,266.91	\$2,357.57	\$2,409.73	\$2,434.07	\$2,458.37	\$2,482.68
8	\$2,054.78	\$2,136.96	\$2,222.46	\$2,311.35	\$2,403.78	\$2,455.96	\$2,480.29	\$2,504.61	\$2,528.91
8.5	\$2,095.88	\$2,179.71	\$2,266.91	\$2,357.57	\$2,451.88	\$2,504.05	\$2,528.38	\$2,552.69	\$2,576.98
9	\$2,136.96	\$2,222.46	\$2,311.35	\$2,403.78	\$2,499.96	\$2,552.13	\$2,576.45	\$2,600.77	\$2,625.06
9.5					\$2,549.95	\$2,602.12	\$2,626.45	\$2,650.75	\$2,675.06
10					\$2,599.95	\$2,652.11	\$2,676.46	\$2,700.75	\$2,725.05
10.5					\$2,651.94	\$2,704.09	\$2,728.38	\$2,752.60	\$2,776.83

Pay Range 3: Firefighter

Pay Range 5: Fire Inspector I and Fire Lieutenant

Pay Range 7: Arson Investigator II, Fire Inspector II, and Fire Captain

Pay Range 9: Battalion Chief and Safety Training Officer

APPENDIX A-3
Effective January 1, 2017 through December 31, 2017

PAY RANGE	A	B	C	D	E	F	G	H	I
1	\$1,592.69	\$1,656.42	\$1,722.66	\$1,791.57	\$1,863.23	\$1,916.45	\$1,941.26	\$1,966.06	\$1,990.85
2	\$1,656.41	\$1,722.66	\$1,791.57	\$1,863.23	\$1,937.77	\$1,990.96	\$2,015.80	\$2,040.58	\$2,065.38
3	\$1,722.66	\$1,791.57	\$1,863.23	\$1,937.77	\$2,015.27	\$2,068.46	\$2,093.28	\$2,118.11	\$2,142.87
3.5	\$1,757.11	\$1,827.40	\$1,900.49	\$1,976.53	\$2,055.58	\$2,108.78	\$2,133.61	\$2,158.40	\$2,183.18
4	\$1,791.57	\$1,863.23	\$1,937.77	\$2,015.27	\$2,095.88	\$2,149.08	\$2,173.91	\$2,198.70	\$2,223.48
4.5	\$1,827.40	\$1,900.49	\$1,976.53	\$2,055.58	\$2,137.80	\$2,191.01	\$2,215.83	\$2,240.62	\$2,265.40
5	\$1,863.23	\$1,937.77	\$2,015.27	\$2,095.88	\$2,179.70	\$2,232.93	\$2,257.74	\$2,282.54	\$2,307.31
5.5	\$1,900.49	\$1,976.53	\$2,055.58	\$2,137.80	\$2,223.30	\$2,276.53	\$2,301.34	\$2,326.13	\$2,350.91
6	\$1,937.77	\$2,015.27	\$2,095.88	\$2,179.70	\$2,266.91	\$2,320.11	\$2,344.94	\$2,369.72	\$2,394.50
6.5	\$1,976.53	\$2,055.58	\$2,137.80	\$2,223.30	\$2,312.25	\$2,365.44	\$2,390.28	\$2,415.06	\$2,439.83
7	\$2,015.27	\$2,095.88	\$2,179.70	\$2,266.91	\$2,357.58	\$2,410.79	\$2,435.61	\$2,460.39	\$2,485.16
7.5	\$2,055.58	\$2,137.80	\$2,223.30	\$2,312.25	\$2,404.72	\$2,457.92	\$2,482.75	\$2,507.54	\$2,532.33
8	\$2,095.88	\$2,179.70	\$2,266.91	\$2,357.58	\$2,451.86	\$2,505.08	\$2,529.90	\$2,554.70	\$2,579.49
8.5	\$2,137.80	\$2,223.30	\$2,312.25	\$2,404.72	\$2,500.92	\$2,554.13	\$2,578.95	\$2,603.74	\$2,628.52
9	\$2,179.70	\$2,266.91	\$2,357.58	\$2,451.86	\$2,549.96	\$2,603.17	\$2,627.98	\$2,652.79	\$2,677.56
9.5					\$2,600.95	\$2,654.16	\$2,678.98	\$2,703.77	\$2,728.56
10					\$2,651.95	\$2,705.15	\$2,729.99	\$2,754.77	\$2,779.55
10.5					\$2,704.98	\$2,758.17	\$2,782.95	\$2,807.65	\$2,832.37

Pay Range 3: Firefighter

Pay Range 5: Fire Inspector I and Fire Lieutenant

Pay Range 7: Arson Investigator II, Fire Inspector II, and Fire Captain

Pay Range 9: Battalion Chief and Safety Training Officer

APPENDIX C

**CITY OF LIMA
BINDING CONTRACT FOR REIMBURSEMENT
OF HIRING AND TRAINING EXPENSES**

WHEREAS, the Applicant identified below acknowledges that the City of Lima will incur substantial expenses in the process of training the undersigned to be State Certified Firefighter, and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the Lima Fire Department after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere, or otherwise leave during a period of time for four (4) years following date of hire.

NOW, THEREFORE, it is hereby agreed as follows:

1. I, _____, in consideration of the Agreement by the City of Lima Fire Department to provide me with formal fire and EMT training (if needed), to be followed upon successful completion thereof by a period of approximately thirty-six (36) weeks of field training under the supervision of experienced Lima Fire Officers, do hereby agree that in the event my employment with the Department ceases due to any cause other than “termination” as defined below, within forty-eight (48) months from my date of hire, I will reimburse the Department for all expenses incurred in connection with my formal fire training.

Definition of Termination — “Termination” as used in this Agreement shall mean any discontinuance of the Applicant’s employment initiated by the Department.

2. Layoffs — In the event the Applicant is laid off from City employment, this Agreement shall become null and void. This Agreement will be reinstated should the Applicant be recalled from the layoff.
3. Calculation of Reimbursement Obligation — The reimbursement obligation shall consist of the exact cost of formal training at the Ohio Fire Academy (basic firefighting training) and Apollo Career Center (EMT certification).

a. Cost of fire academy training in the amount of: \$ _____

b. Cost of EMT certification training in the amount of: \$ _____

Total Cost \$ _____

4. Credit for service rendered will be given against the reimbursement obligation at the rate of one forty-eighth (1/48) the total reimbursement obligation for each month of continuous full-time employment subsequent to date of hire. Any unpaid absence from work due to illness, non-duty related injury, or other cause for a period greater than four (4) weeks shall be excluded from the period of service for which credit will be given.

5. Complete payment of the reimbursement obligation shall be made within twenty-four (24) months of cessation of employment in monthly installments of no less than one twenty-fourth (1/24) of the total reimbursement obligation, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately be due and payable. The Applicant further agrees that in the event the Department incurs legal fees, court costs, or pursuant to this Agreement, the Applicant will pay such expenses in addition to the portion of the reimbursement remaining due.

Dated this _____ day of _____, 20__.

Witnesses:

 Applicant

 City of Lima

STATE OF OHIO :
 :
 ss:
 COUNTY OF ALLEN :

Before me, a Notary Public in and for said County and State, personally appeared, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Lima, Allen County, Ohio, on the _____ day of _____, 20__.

 Notary Public

APPENDIX C (1)

**CITY OF LIMA
ADDENDUM TO BINDING CONTRACT
FOR REIMBURSEMENT OF HIRING AND TRAINING EXPENSES**

WHEREAS, the employee identified below acknowledges that the City of Lima will incur substantial expenses in the process of training the undersigned to be a state certified and licensed paramedic, and

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the employee with the Lima Fire Department after completion of said training, certification and licensure, and that the City of Lima will suffer substantial detriment if the employee enrolls in the paramedic certification program, and then fails to obtain their state license within 120 calendar days of completing the training program. In the event the employee withdraws from the paramedic certification program prior to starting the second quarter of course work, the employee shall not be required to reimburse the City of Lima.

Now, therefore, it is hereby agreed as follows:

1. I, _____, in consideration of the Agreement by the City of Lima Fire Department to provide me with formal training (if needed) as a certified and licensed paramedic do hereby agree that in the event I do not obtain my state license within 120 calendar days of completing the training program, I will reimburse the City of Lima for all expenses incurred in connection with my training.
2. Calculation of Reimbursement Obligation — The reimbursement obligation shall consist of the exact cost of formal training (tuition, books, and fees):
 - a. tuition cost \$ _____
 - b. books/manuals \$ _____
 - c. fees \$ _____
 - Total Cost \$ _____
3. In the event the employee withdraws from the paramedic certification program prior to starting the second quarter of course work, he shall not be subject to the reimbursement obligation.
4. Complete payment of the reimbursement obligation shall be made within 12 months of the employee's failure to obtain a license in monthly installments of no less than one-twelfth (1/12) of the total reimbursement obligation, commencing on the first day of the month following the month during the failure to obtain a license occurs, and payable on or before the first of each month thereafter. The employee agrees that in the event of

**Letter of Understanding (“LOU”) Between
The City of Lima and IAFF Local 334: Minimum Manning Issue**

This Letter of Understanding (LOU) is entered into between the City of Lima and the International Association of Firefighters, Local 334, for the limited purpose of clarifying the issue of shift manning levels of the Lima Fire Department, as a result of a settlement of a contested Arbitration Award issued by Arbitrator Heekin on February 18, 2011. The parties agree as follows:

1. In the event the Employer elects to keep Central Fire Station and four (4) outstations open, staffing shall be as follows;

Not less than six (6) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to Central Fire Station.

Not less than three (3) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to each out-station that is maintained as fully operational by the City, with the exception of Station 5, which will be manned by two (2) certified Level II firefighting personnel working twenty-four (24) hour shifts. In such case the City shall make a concerted effort to maintain a total of sixty-six (66) certified Level II firefighting shift personnel.

2. In the event the Employer elects to keep Central Fire Station and three (3) outstations open, staffing shall be as follows;

Not less than eight (8) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to Central Fire Station.

Not less than three (3) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to each out-station that is maintained as fully operational by the City. In such case the City shall make a concerted effort to maintain a total of sixty-six (66) certified Level II firefighting shift personnel.

3. In order to maintain a minimum staffing level of seventeen (17) as required in paragraphs 1 or 2 above, the number of bargaining unit employees who will be allowed to schedule time off at the same time shall be limited to the number specified in section 8.09 of the Agreement. In order to maintain a minimum staffing level of seventeen (17), in addition to overtime which may be caused by leave taken in accordance with Section 8.09 of the Agreement, not more than two (2) certified Level II firefighting personnel will be called in for overtime when required, unless it is necessary, in order to maintain the minimum manning level at seventeen (17), to replace employees on military leave, absent from the shift due to employer approved training, or on injury leave as provided in Section 9.07 of the Agreement.

In the event the staffing level falls below seventeen (17), as required in paragraphs 1 and 2 above, after calling in the two (2) additional personnel the staffing level will be reduced to sixteen (16), and then possibly fifteen (15). However, the staffing level will not be permitted to fall below a minimum of fifteen (15) certified Level II firefighting personnel as long as the Employer keeps Central Fire Station plus three (3) or four (4) outstations open.

4. In the event the Employer elects to keep Central Fire Station and two (2) outstations open, staffing shall be as follows:

Not less than eight (8) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to Central Fire Station.

Not less than three (3) certified Level II firefighting personnel working twenty-four (24) hour shifts shall be assigned to each out-station that is maintained as fully operational by the City. In such case the City shall make a concerted effort to maintain a total of sixty-three (63) certified Level II firefighting shift personnel.

5. In order to maintain a minimum staffing level of fourteen (14) as required in paragraph 4 above, the number of bargaining unit employees who will be allowed to schedule time off at the same time shall be limited to the number specified in section 8.09 of the Agreement. Furthermore, employees will only be called in for overtime when it is necessary to replace a Level II firefighter in order to maintain the minimum manning level at fourteen (14).

The staffing level will not be permitted to fall below a minimum of fourteen (14) certified Level II firefighting personnel as long as the Employer keeps Central Fire Station plus two outstations open.

6. Nothing herein shall be construed as a restriction on the Fire Chief's or his designee's authority to reassign on-duty personnel: a) if any fire station is closed temporarily; b) a piece of equipment becomes out of service; c) to accommodate training needs within the department; or d) due to other legitimate but temporary problems with maintaining the operation of said fire station. Closing a fire station on a temporary basis shall not reduce the overall staffing levels provided for in paragraphs 3 or 5 above, whichever is applicable. Closing a fire station on a permanent basis shall also remain the exclusive right and decision of the Employer pursuant to Article 2 of the parties' Collective Bargaining Agreement subject to the minimum manning provisions set forth above.

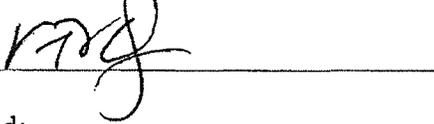
Nothing in this LOU or the parties' collective bargaining agreement shall require the employer to call in additional unscheduled firefighters that would increase the staffing level above the minimum manning number of firefighters per shift as set forth under any of the paragraphs above.

7. This Letter of Understanding (LOU) shall become effective July 1, 2014 and shall remain in effect until June 30, 2017.

FOR THE EMPLOYER:







FOR THE UNION:







Date Signed: _____

**LETTER OF UNDERSTANDING
BETWEEN THE CITY OF LIMA AND IAFF LOCAL 334**

The City of Lima and the International Association of Fire Fighters, Local 334 are currently in negotiations for a successor Collective Bargaining Agreement for the period July 1, 2014, through June 30, 2017 (Case No. 2014-MED-04-0563).

The parties have negotiated over certain issues in regards to the promotional process for bargaining unit employees. In lieu of inserting a new article or other new language in the successor Collective Bargaining Agreement, the parties hereby agree to this Letter of Understanding ("LOU").

The parties further agree to the following:

1. The parties agree to meet and discuss the civil service promotional testing process, materials, and positional requirements for bargaining unit employees following the execution of the successor Collective Bargaining Agreement mentioned above.
2. The City shall not make any proposals or recommendations to change the promotional civil service testing process for bargaining unit employees to the City of Lima Civil Service Commission for a period of six (6) months following the execution of the successor Collective Bargaining Agreement.
3. Should the parties come to any agreement in regards to changes to the promotional civil service testing process for bargaining unit employees, the parties will make a joint recommendation to the City Civil Service Commission.
4. The parties recognize that neither party has the authority to require the City Civil Service Commission to act upon any such joint recommendation arising from this LOU. As such, the Union agrees that it will not file a grievance if the Commission fails to implement any such joint recommendation.
5. Each party agrees that it will not make a contrary statement, suggestion, or proposal contrary to any such joint recommendation to the City Civil Service Commission.

Should the parties fail to agree to a joint recommendation, the parties will attempt to mutually select a third party neutral to make a recommendation to resolve the differences solely regarding the promotional process.

If the parties cannot mutually agree on a neutral third party, the Union will request a list of nine (9) neutrals from FMCS. The parties will alternately strike names, until one name remains. This neutral shall resolve the differences and make the recommendation mentioned above. The parties shall split all costs associated with this process.

In witness whereof, the parties hereto have caused this Letter of Understanding to be duly executed as of the ____ day of _____, 2014.

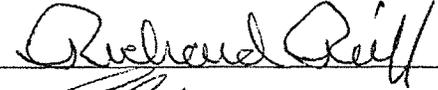
For the City of Lima:

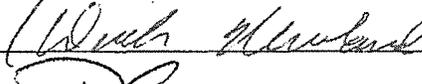




Date Signed: _____

For the International Association of Fire
Fighters, Local 334:





Date Signed: Extra