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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF LYNDHURST
AND
LYNDHURST FIREFIGHTERS ASSOCIATION, LOCAL 1676
OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SERB CASE NO. 2020-MED-10-1146

EFFECTIVE JANUARY 1, 2021

THROUGH

DECEMBER 31, 2023

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AGREEMENT

This Agreement is entered into between the City of Lyndhurst, Ohio, hereinafter referred to as "the City" and the Lyndhurst Firefighters Association, Local 1676 of the International Association of Firefighters, hereinafter referred to as "the Union" to be effective retroactively to January 1, 2021.

ARTICLE 1 **PURPOSE**

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

ARTICLE 2 **RECOGNITION**

Section 1. Exclusive Representative. The City recognizes the Union, Lyndhurst Local 1676 of the International Association of Firefighters, as the sole and exclusive bargaining representative of the employees covered by this Agreement.

Section 2. Included. The members of the Fire Department who are covered by this Agreement are all full-time Captains, Lieutenants, Firefighters and Firefighters certified as Paramedics.

Section 3. Excluded. Employees excluded from the Bargaining Unit: the Chief and the Assistant Chief, and all confidential, temporary, part-time, intermittent, seasonal, casual, and supervisory employees as defined by the Ohio Public Employer Collective Bargaining Act. Any classification not specifically included herein shall be excluded from the Union.

ARTICLE 3 **LEGALITY**

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

ARTICLE 4 **NON-DISCRIMINATION**

Both the City and the Union recognize their respective responsibilities under Federal and State Civil Rights law, Fair Employment Practice Acts, and other similar Constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their obligations not to discriminate in any manner relating to employment on the basis of race, color, creed, national

origin, sex, or age. The male pronoun or adjective, where used in this Agreement, refers to the female also, unless otherwise indicated.

ARTICLE 5

MANAGEMENT RIGHTS

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

- A. To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- B. To establish, modify and enforce reasonable policies, rules, regulations, and standards for employee performance ;
- C. To determine the size, composition, structure, and adequacy of the work force;
- D. To establish and determine job qualifications and duties, and to establish, modify, consolidate, and abolish jobs or job classifications;
- E. To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, layoff, and retain employees, and to discipline, suspend and discharge employees for just cause;
- F. To subcontract work;
- G. To allocate work among employees, divisions, or departments, and to determine work methods and responsibilities;
- H. To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- I. To determine and introduce new and/or improved equipment, methods, and facilities;
- J. To determine the financial policies and procedures of the City including the exclusive right to allocate and expend all funds of the City;
- K. To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities, and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the

procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE 6

PRINTING AND SUPPLYING

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

ARTICLE 7

BULLETIN BOARD SPACE

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

ARTICLE 8

NO STRIKE/NO LOCKOUT

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

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

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

ARTICLE 9

DUES DEDUCTION

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

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

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

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

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

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

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

ARTICLE 11

MEDICAL SURVEILLANCE

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

ARTICLE 12

UNION ACTIVITY

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, conferences, and activities related to grievance procedures, without loss of pay or vacation time. The President and/or Vice President or their respective designates shall be

allowed a combined total of ninety-six (96) hours during the year to attend to Union business without loss of pay or vacation time.

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

ARTICLE 13

PROTECTIVE CLOTHING AND EQUIPMENT

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

Section 2. The City hereby agrees to allocate the sum of Five Hundred Dollars (\$500.00) per year to the Division of Fire to be used to purchase kitchen cooking utensils and other small kitchen appliances, maintain kitchen usage supplies and repair kitchen items. The expenditures of said money shall be approved by the Fire Chief. Nothing in this Section will prohibit the City from replacing any items within the kitchen at the City's expense.

ARTICLE 14

SENIORITY

Seniority for a regular full-time employee shall be that employee's length of continuous service as a full-time employee of the City. For the purpose of calculating length of service in the Fire Department, the date and hour of appointment shall be counted. In the event that two or more employees have the same date and hour of appointment, the standing on the Civil Service Eligibility list shall determine seniority. The employee highest on the list shall be the most senior.

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

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

ARTICLE 15
LAYOFFS

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

ARTICLE 16
TIME EXCHANGE

Time exchanges shall be allowed between the members of the Fire Department subject to approval of the Fire Chief or his duly authorized designate provided seventy-two (72) hours of notice is given to the Chief and each Shift Officer involved. Time exchanges between Officers and Class "A" Firefighters shall be allowed provided the above requirements are met and that there is an Officer on duty on each shift. Any abuse of time exchanges or patterned use of such shall be just and sufficient cause to terminate time exchanges for the individual at the sole discretion of the Fire Chief.

ARTICLE 17
COMPASSIONATE LEAVE

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

ARTICLE 18
MISCELLANEOUS LEAVE

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

ARTICLE 19
PROMOTIONS

All promotions in the Department shall be made pursuant to competitive examination which shall be of such character and relate to such matters as will fairly test the relative overall fitness of the persons examined to discharge the duties of the position to which they seek appointment. The examinations shall relate to those matters which test the ability of the person examined to discharge the particular duties of the position sought, and may contain such practical and theoretical questions as, in the judgment of the Civil Service Commission, pertain to such position. The examinations shall be administered by an independent entity selected by the City. The examinations shall be conducted in writing, or orally, or any combination thereof, and may

be administered through an "assessment center" process or other procedure. In addition, the City's Civil Service Commission's Rule VIII, Sections 1 through 9 (inclusive) will apply to promotions.

ARTICLE 20

JURY DUTY

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

ARTICLE 21

JOB-RELATED MEDICAL LEAVE

Any employee of the Department unable to work as a result of a job-related or on-duty disabling condition, certified by a City-designated physician, which is not of a permanent nature, shall be entitled to a leave of absence at the employee's rate of pay for up to ninety (90) days from date of injury. A job-related or on-duty disabling condition shall be defined as one arising from an emergency situation or simulated training exercises. If, during the ninety (90) day leave period, the employee is unable to engage in the full range of firefighting activities, but is able to perform any light duty assignments, the City has the authority to return the employee to work in light duty status. In such an event, the 90-day leave period would be tolled. Light duty assignments include those set forth in Article 22 (LIGHT DUTY) of this Agreement, as well as those duties that a physician designated by the City states that the employee is able to perform.

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

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

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

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

ARTICLE 22

LIGHT DUTY

If an employee in the Department sustains a non-job related injury or condition, certified by a physician designated by the City, which would prohibit him from engaging in the full scope of firefighting activities, including emergency medical service activities, the City has the authority to return the employee to work in light duty status. Light duty in the Department shall include Fire Prevention activities, record keeping, light daily cleaning and other such duties which will not cause further aggravation to the injury in the opinion of the City-designated physician.

Hours to be worked on light duty shall be assigned by the Chief of the Department. Notwithstanding any language in this Agreement which may suggest otherwise (including Article 21), it is expressly understood that the Chief of the Department may assign light duty work to any employee who is unable to perform the full scope of work activities, provided that the light duty work is consistent with the medical restrictions reasonably placed upon the employee by the City's physician.

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

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

ARTICLE 23

GRIEVANCE PROCEDURE

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of employees of the Department.

Section 2. Definition. A "grievance" is any dispute or difference between the City and the Union or between the City and an employee, which concerns the interpretation and/or application of and/or compliance with any provisions of this Agreement including all disciplinary actions. It is understood that the Union may submit any grievance over the reasonableness of the City's rules and regulations, in connection with their establishment, modification, or enforcement, through this grievance and arbitration procedure.

Section 3. Time Limitations. To be considered valid, a grievance must be filed in writing within fourteen (14) calendar days of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, the grievance shall be considered answered in the negative and may be advanced by the employee to the next step of the procedure. Once the

grievance is originally timely filed, the parties may by mutual agreement extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

Section 4. Grievance Procedure. The following procedure shall apply to all grievances arising under this Agreement.

- Step 1. An employee who has a grievance should meet with his immediate supervisor to attempt to resolve the grievance on an informal basis.
- Step 2. If the matter is not resolved in the informal manner described in Step 1, a written grievance must be filed with the Chief of Fire or his designated representative within fourteen (14) calendar days of the alleged violation of this Agreement. Within fourteen (14) calendar days after the filing of the grievance, a meeting will be held among the Chief of Fire or his designated representative, the grievant employee(s), and if the employee(s) so elect (or in the case of a grievance filed by the Union), a representative of the Union. Within fourteen (14) calendar days of this meeting, the Chief of Fire, or his designated representative, shall issue a written answer to the grievance.
- Step 3. If the grievance is not satisfactorily settled in Step 2, the grievant employee and/or the Union may file an appeal with the Mayor or his designated representative within fourteen (14) calendar days after receipt of the Step 2 decision or default rejection as applicable. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 2 answer is in error. The Mayor or his designated representative shall reply within fourteen (14) calendar days from receipt of that appeal or default rejection as applicable.
- Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may submit the grievance to arbitration by notifying the Mayor in writing of its intent to do so within fourteen (14) calendar days after the Step 3 answer was issued or default rejection as applicable. If the City and the Union cannot agree upon an impartial arbitrator, the Union may request a panel of ten (10) Ohio Resident arbitrators from the Federal Mediation and Conciliation Service ("FMCS") within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer, and an arbitrator will be chosen in accordance with the then applicable rules and regulations of the FMCS. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply or default rejection as may be applicable.

Section 5. Arbitrator Selection. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject two (2) panels of arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally.

Section 6. Arbitrator's Authority. The arbitrator selected shall have no authority to add to, subtract from, or modify in any way the provisions of this Agreement.

Section 7. Union as Exclusive Representative. The Union shall have a final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any step of the grievance procedure.

Section 8. Sole and Exclusive Remedy / Review Pursuant to ORC. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, the Union, and the employees, subject to review pursuant to the Ohio Revised Code.

Section 9. Fees/Expenses. The fees and expenses of the arbitrator and the FMCS shall be borne equally by the parties.

Section 10. An employee receiving a verbal or written reprimand for any alleged misconduct who believes that the reprimand is unjustified may submit a written statement to be placed in the employee's personnel file regarding the event.

ARTICLE 24 **HOSPITALIZATION**

Section 1. The City will provide health insurance coverage for members of the bargaining unit under a group medical insurance plan, and as may be required by law, for members of the bargaining unit beginning on their first day of full-time employment with the City of Lyndhurst, if that day is the first day of a month or commencing the first day of the month following their first day of full-time employment with the City. Upon voluntary separation from employment with the City of Lyndhurst, coverage shall expire on the last day of the month of separation. Any decision by the City to change insurance carrier or the benefits plan will be discussed with the Union before implementation.

Section 2. There will be Health Care Task Force, composed of representatives of the City, the other City bargaining units, the Union, and non-union employees. The Task Force will review, study, and discuss the plan options and costs that are obtained by the City and will formulate recommendations to be considered by the City. It is the goal of the Task Force to reach a consensus as to which plans the City should consider adopting.

The Health Care Task Force will analyze cost containment measures, including, but not limited to, deductibles, co-pays, out-of-pocket maximums, prescription drug changes, and the potential providers of health care insurance, and will recommend appropriate measures for implementation. The City and the Union agree to implement any agreements of the Health Care Task Force. If the Health Care Task Force is unable to reach agreement concerning such measures, the City may implement such measures consistent with the terms and spirit of this section, and, if the union disagrees, it may file a grievance and submit the matter to binding arbitration. However, before there can be any meaningful reduction in the benefit level, there must be a mutual agreement between the Union and the City before implementation.

Section 3. For 2015, employees will pay five percent (5) of the premium costs to the City of the plan they choose to participate in. For employees selecting the Health Savings Account (HSA) plan, the premium contributions made by the employee will be deducted through a payroll deduction, and then placed in the employee's RSA.

Section 4. The City shall maintain a cafeteria plan with respect to health care costs in accordance with Title 26, Subtitle A, Chapter 1, Subchapter B, Part III, Section 125 of the Internal Revenue Code.

ARTICLE 25

HOURS OF WORK AND OVERTIME

Section 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This Article is intended to be used as the basis for scheduling and shall not be construed as a guarantee of work per day or per week.

Section 2. Workweek. The average workweek in the Department shall be 49.8 hours. The scheduling of such 49.8 hour week shall be determined by the Chief of Fire consistent with operational needs and overtime considerations. Work shifts shall normally consist of a twenty-four (24) hour period on duty followed by forty-eight (48) hours off duty.

Section 3. Overtime Pay. Overtime hours shall be defined as those hours worked in excess of 192 hours during a 27-day period. Overtime hours shall be compensated at a rate determined by dividing the employee's annual base rate, including paramedic pay if applicable, by 2589.6 hours except for the employee serving as Fire Prevention Officer whose annual base rate shall be divided by 2080 hours and shall be paid for at the rate of time and one-half times the rate so determined for the individual in accord with Ordinance 85-60. The Chief of Fire shall determine the appropriate cycle in accordance with an average workweek of 49.8 hours or 99.6 hours per pay period. Vacation and holidays during any portion of a pay period shall be counted for the purpose of determining the existence of any overtime worked during that period. Limited exceptions to this section shall be established through Fire Department Policy in consultation with the Union President or his/her designee.

Section 4. Assignment of Overtime. Overtime shall be offered to the eligible employee with the lowest number of accumulative charged hours as indicated on the overtime list. The definition of charged hours shall be established in the overtime rules. The overtime rules and their management shall be established by the Chief of Fire in consultation with the Union President or his/her designee.

Should overtime not be filled after all Fire Department employees have been contacted on the overtime list, the overtime shall be assigned by the Chief of the Fire Department. The provisions of the Article shall not apply to emergency call back situations.

Section 5. Compensatory Time. The employee, at his discretion, may choose to take time off in lieu of overtime pay should scheduling needs allow. Compensatory time shall not be denied solely because it creates overtime. The employee may accumulate unlimited compensatory time during the year but may only carry over one hundred (100) hours from year to year with the balance of hours over one hundred (100) paid to the employee at his normal rate of pay at year's end. An exception will be made when an employee earns overtime after the year-end pay down, and before the beginning of the following year. In this event, the banked compensatory time will be added to the following year's total. The employee may elect to take such time in a minimum of one hour periods, with the approval of the Chief. Should an overtime situation result because of the use of compensatory time, the compensatory time must be taken in a minimum of eight (8) hour periods.

Employees are required to cash-out all hours in excess of one hundred (100) at the end of the calendar year, but can cash-out more at that time upon request. The compensatory time cash-out shall be paid in a separate check payable in December. In addition, accumulated compensatory time can be cashed out throughout the year.

Section 6. Call Back Pay. Any employee who is required to return to work from home after leaving his regular shift shall be paid at his regular overtime rate of pay for at least three (3) hours, provided such time is not contiguous to his regularly scheduled shift.

ARTICLE 26 **SICK LEAVE**

Section 1. Accrual. Members of the bargaining unit shall be entitled to sick leave of 4.6 hours for each eighty (80) hours of service or fraction thereof including vacation and holidays, but not to include any overtime hours, hours of paid sick leave, or when the employee is not in active pay status.

Section 2. Usage and Required Documentation. Employees may use sick leave, upon approval of the Mayor or his authorized representative, for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to other employees, and for illness or death in the employees immediate family (i.e., spouse, child, or parent). The Mayor or his authorized representative may require the employee to furnish a satisfactory affidavit or medical report to confirm that his absence was caused by illness due to any of the causes listed in this Section.

Section 3. Accumulation and Deduction. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every hour of absence from previously scheduled non-overtime work.

Section 4. Sick Leave Transfer. For employees hired after June 1, 2018, up to 240 hours of the previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his or her credit upon re-employment with the City, provided that such employment with the City takes place within thirty (30) days of the date on which the employee was last terminated from public service. Subject 240 hours shall not be eligible for buy-back or retirement conversion. Employees of record prior to June 1, 2018 shall have their prior service sick-time hours that have been recognized by the City of Lyndhurst usable as if earned in service to the City of Lyndhurst.

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

- a. In addition to that amount, the City will pay fifty percent (50%) of the accumulated sick leave which exceeds 1,272 hours;
- b. or, in addition to that amount, for employees hired after June 1, 2018, the City will pay twenty-five percent (25%) of the accumulated sick leave between 1,272 hours and 1,494 hours and one-sixth of the accumulated sick leave in excess of 1,494 hours.

The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An eligible employee must apply for payment of accumulated sick leave from his appointing authority within 120 days after eligibility.

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

Section 6. Non-Use of Sick Leave Incentive.

1. For employees of record as of May 31, 2018, in December of each year, for any employee (a) who has accumulated more than 1,272 hours of sick leave and (b)

has used less than 60 hours of sick leave during the preceding twelve-month period from the second pay period of December for the previous year through the end of the first pay period of December for the current year, the City will, at the employee's option, buy back up to 60 hours of the sick leave so that the total hours of sick leave used or paid for during that period totals 60 hours. (The City will not buy back any sick leave if the employee has used 60 hours or more of sick leave during the one-year period.)

2. For employees hired after June 1, 2018 in December of each year, for any employee (a) who has accumulated more than 1,272 hours of sick leave and (b) has used less than 72 hours of sick leave during the preceding twelve-month period from the second pay period of December for the current year, the City will, at the employee's option, buy back up to 72 hours of the sick leave so that the total hours of sick leave used or paid for during that period totals 72 hours. (The City will not buy back any sick leave if that employee has used 72 hours or more of sick leave during the one-year period.)
3. For any sick leave paid under this provision, that amount of sick leave will be treated as used and will not be credited to the employee's accumulated sick leave.

ARTICLE 27

LONGEVITY COMPENSATION

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

At the completion of the fifth through ninth years of continuous service	2% of current annual salary
At the completion of the tenth through fourteenth years of continuous service	3% of current annual salary
At the completion of the fifteenth through nineteenth years of continuous service	4% of current annual salary
At the completion of the twentieth year and over of continuous service	5% of current annual salary

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

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

ARTICLE 28

UNIFORM ALLOWANCE

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

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

five (5) pairs of black or blue socks	five (5) fatigue pants
four (4) summer shirts w/collar	one (1) work belt
one (1) pair of approved footwear	five (5) LFD T-shirts
one (1) LFD work-out shorts	two (2) LFD sweatshirts
one (1) breast shield (i.e., badges)	one (1) department-approved jacket
one (1) light blue long sleeve shirt	one (1) tie

Upon completion of the one (1) year probation, the City shall provide the new employee with the following:

one (1) blue topcoat	one (1) dress blouse
one (1) large breast shield	one (1) pair of dress trousers
one (1) dress cap	one (1) cap shield
one (1) collar brass	one (1) dress belt

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

three (3) fatigue pants	four (4) summer shirts w/collar
three (3) t-shirts	Up to two (2) pairs of approved footwear (\$225 max.)

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

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

Section 5. Any member who has completed 18 months of service as of January 1, of any year of the Agreement shall be eligible to receive his or her full allotment of clothing in the bulk order for that year (Section 2 above). Members who have completed one (1) full year of service shall be eligible for the "supplemental clothing and maintenance allowance" payment on the next disbursement date in either March or September.

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

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

ARTICLE 29 **HOLIDAY PAY**

Any employee working his/her regularly scheduled shift that begins on Memorial Day (observed), Independence Day (observed), Labor Day (observed), Thanksgiving Day (observed), Christmas Eve, or Christmas Day shall be compensated at the rate of one and one-half (1-½) times the employee's regular hourly rate of pay in addition to the holiday credits. Any employee working these specific holidays on overtime during his/her regular day off shall be compensated at the rate of two (2) times the employee's regular rate of pay. An employee working any of the above-mentioned tours shall have the option to take the compensation as paid compensation or bank it as compensatory time.

ARTICLE 30
WORKING OUT OF CLASSIFICATION

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

ARTICLE 31
SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay.

Effective the first full pay period including January 1, 2021, bargaining unit employees shall receive a two percent (2%) general wage increase.

Effective the first full pay period including January 1, 2022, bargaining unit employees shall receive a two and one-half percent (2.5%) general wage increase.

Effective the first full pay period including January 1, 2023, bargaining unit employees shall receive a three percent (3%) general wage increase.

The annual base pay for employees covered by this Agreement shall be as follows:

	Current	1/1/2021	1/1/2022	1/1/2023
Captain – Fire Prevention Officer	\$99,255	\$101,240	\$103,771	\$106,884
Captains	\$98,777	\$100,753	\$103,271	\$106,369
Lieutenants	\$88,195	\$89,959	\$92,208	\$94,974
Firefighter – two years or more	\$78,745	\$80,320	\$82,328	\$84,798
Firefighter – less than two/more than one year	\$72,159	\$73,602	\$75,442	\$77,706
Firefighter – less than one year/more than six months	\$65,602	\$66,914	\$68,587	\$70,644
Firefighter – less than six month's service	\$61,385	\$62,613	\$64,178	\$66,103

Section 2. Lump Sum Payment. Those members of the Bargaining Unit who are employed as of the date the following lump sum payments are issued shall, in addition to general wage increases provided in Section 1, receive the following lump sum payments:

1. \$750.00 lump sum paid no later than the first full pay period in July 2021.

Section 3. PERS Pick Up. The City agrees to maintain its current pension pick-up program which reduces the employee's gross pay by the amount of the employee's contribution to the Police and Firemen's Disability and Pension Fund and the City is then responsible for both the City's and the employee's contribution to the retirement fund.

Section 4. Paramedic Pay. A member of the Department, certified as a paramedic and assigned to paramedic duties shall be paid a premium equal to five percent (5%) of that individual's Annual Base Pay.

Section 5. Rank Differential. There shall exist in the Fire Department a rank differential of twelve percent (12%) between the annual base pay for the ranks of Firefighter and Lieutenant and a differential of twelve percent (12%) between the annual base pay for the ranks of Lieutenant and Captain.

Section 6. Death Benefit for Line of Duty Injury. In the event of the death of an employee as a direct result of an injury occurring in the line of duty, the City will pay Two Thousand Five Hundred Dollars (\$2,500.00) to that employee's designated beneficiary.

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

ARTICLE 32 **SCHEDULED TIME OFF**

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

After one year and through five years of continuous service --	264 hours
After five years and through ten years of continuous service --	312 hours
After ten years and through fifteen years of continuous service --	384 hours
After fifteen years and through twenty years of continuous service--	432 hours
After twenty years of continuous service	456 hours

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

After one year and through five years of continuous service -	212 hours
After five years and through ten years of continuous service --	251 hours

After ten years and through fifteen years of continuous service --	308 hours
After fifteen years and through twenty years of continuous service--	347 hours
After twenty years of continuous service	366 hours

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

Section 3. STO accrues only while an employee is in active-pay status (e.g., vacation, paid military leave, sick leave, etc.). No STO is earned while an employee is in unpaid status.

Section 4. STO Scheduling. All STO shall be taken at such times as approved by the Mayor or his designated representative. During STO, employees shall receive their current salary, or the proportionate amount thereof if the Mayor or his designated representative schedules such vacations into shorter periods for the convenience of the conduct of City business.

Section 5. Proration in First Year of Employment.

- (a) During the first year of employment, an employee's STO entitlement in that calendar year will be determined according to month of hire, provided the employee remains in active pay status in accordance with Section 3, as follows:

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

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

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

- (c) Following the determination of the first STO period as set forth in subsections (a) and (b) of this Section, STO time shall accrue to each employee in each calendar year according to the schedule in Section 1 of this Article.
- (d) STO shall be taken by an employee during the calendar year in which it accrues and may not be carried forward after December 31st.
- (e) In the event an employee suffers a disabling injury or illness, certified as such by a physician, requiring an extended use of sick time and the employee has chosen STO time which would occur during the period of time that the employee is injured or ill, the employee shall be permitted to reschedule the employee's STO for later in the year, at such time as may be approved by the Chief and will neither cause operational disruptions nor result in the additional use of overtime.

Section 6. If an employee retires or leaves employment prior to October 1st, there shall be no additional paid STO time beyond his or her entitlement of that calendar year. If an employee retires or leaves employment between October 1st and April 1st, he or she shall be entitled to one-half (½) his or her annual STO entitlement for the year in which that April 1st falls. If an employee retires or leaves employment after April 1st, he or she shall be entitled to his or her full annual STO entitlement for that calendar year.

Section 7. STO Payout. Employees will be permitted to "sell" up to two (2) tours of STO (so that the employee will receive the "pay" associated with the STO, but not take the time off). The City will establish a procedure so that employees may elect to receive the pay associated with the two (2) tours of STO in either the current calendar year or the following calendar year. If employees elect payment in the current year, payment will be made on or before April 15th of that year. If the employee elects to receive payment in the following calendar year, payment will be made the following January.

ARTICLE 33 **TUITION REIMBURSEMENT**

Section 1. Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- A. The courses are based on obtaining a degree approved by the Chief and directly related to bona fide fire-fighting work;
- B. The taking of the course(s) has been approved in advance by the Chief with the approval of the Mayor;
- C. The employee obtains a grade of "C" or better;
- D. The grade received and receipt for the tuition are submitted to the Finance Director;

- E. The tuition for two (2) courses per quarter or semester (i.e., two (2) courses at a time), up to six (6) courses per year. The amount of tuition to be paid by the City shall be limited to the amount of the then current per-credit hour cost charged by Cleveland State University;
- F. The City will reimburse tuition for the maximum of only one Bachelor's Degree or one Advanced Degree;
- G. The employee must obtain the City's approval of the course prior to the employee's enrollment. The City will respond within two (2) weeks of receipt by the Chief of a written request for approval describing the course to be taken.

Section 2. By accepting the tuition reimbursement, the employee who has taken a course agrees to repay tuition if he/she does not remain in the employment of the City for two years after the completion of the courses.

ARTICLE 34 **WORK RULES AND REGULATIONS**

Section 1. The Union recognizes that the Employer has the right to prepare and implement new and revised reasonable work rules, regulations, policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. All employees will be provided with a copy of any existing or revised work rules, regulations, and policies and procedures issued by the Employer.

Section 3. Any new or modified work rule(s) may be reviewed and discussed by the parties at a Labor/Management meeting.

Section 4. The Employer recognizes and agrees that no work rules will be maintained or established that are in violation of any expressed terms of this Agreement.

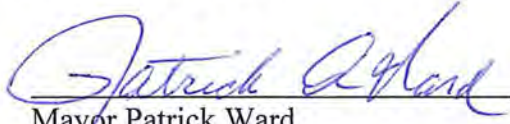
ARTICLE 35 **DURATION**

This Agreement shall remain in full force and effect until December 31, 2023, and thereafter from year to year, unless notice of an intent to terminate or modify this Agreement is served by one party upon the other as provided in O.R.C. Chapter 4117. If such notice is given, this Agreement shall remain in full force and effect as long as the parties are engaged in negotiations as provided in O.R.C. Chapter 4117.

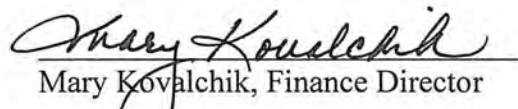
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands this 7 day of June, 2021.

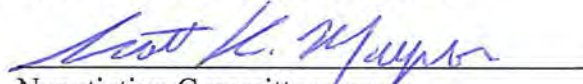
FOR THE CITY:

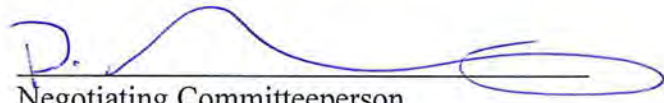

Mayor Patrick Ward

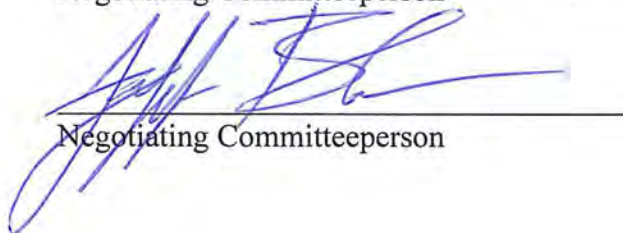

Michael Carroll, Fire Chief


Mary Kovalchik, Finance Director

**FOR THE LYNTHURST FIREFIGHTERS
ASSOCIATION, LOCAL 1676:**


Negotiating Committeeperson


Negotiating Committeeperson


Negotiating Committeeperson