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STATE EMPLOYMENT RELATIONS BOARD

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Agreement by and between

City of Lancaster Fire Department

and

International Association of Firefighters, Local #291

January 30, 2012 – December 31, 2014

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CITY OF LANCASTER FIRE DEPARTMENT
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 291

January 30, 2012 – December 31, 2014

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Agreement by and between

CITY OF LANCASTER FIRE DEPARTMENT
and
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 291

January 30, 2012 – December 31, 2014

ARTICLE 1 - PREAMBLE

This agreement is entered by and between the City of Lancaster (hereinafter referred to as the "Employer") and Local No. 291, International Association of Firefighters (hereinafter referred to as the "Union"). Its purpose is to achieve and to maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - GENDER

Whenever the male gender is used in this Agreement, it shall be construed to include female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1

The Union recognizes that the Lancaster Fire Chief is solely vested with the right to manage the City of Lancaster's Fire Department. He shall have the right to take any action he considers necessary and proper to effectuate any management policy express or implied. The Fire Chief has no duty to bargain over his decisions or the effect(s) of such decisions, except those rights granted to the Union in this Agreement.

Section 3.2

Except as limited by this Agreement, the Employer's management rights include, but are not limited to, the right to:

1. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy, such as the functions and programs of the public Employer standards of services, its overall budget, utilization of technology and organizational structure.

2. Direct, supervise, evaluate or hire employees.

3. Maintain and improve the efficiency and effectiveness of governmental operations.

4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

5. Suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees.

6. Determine the adequacy of the work force.

7. Determine the overall mission of the Employer as a unit of government.

8. Effectively manage the work force.

9. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 3.3

In addition, those management rights not limited in this Contract are exclusively reserved by the Fire Chief.

ARTICLE 4 - RECOGNITION OF THE BARGAINING UNIT

The City of Lancaster recognizes the Local 291, International Association of Firefighters, (hereinafter referred to as "Local 291") as the exclusive representative for full-time employees of the Fire Department holding the rank of firefighter, pump engineer,

paramedic trainee, paramedic, fire inspector, lieutenant and captain. Full-time and regular employees are those who normally work thirty-five (35) hours per week.

Positions excluded from the above described bargaining unit shall include Fire Chief, Assistant Fire Chiefs, and all other present workers in the Fire Department not currently in the bargaining unit.

ARTICLE 5 - NEGOTIATION GUIDELINES

Section 5.1 – Meetings

The representatives of the Employer and bargaining unit shall meet at mutually agreeable times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in a sincere effort to reach mutual understanding and agreement on matter submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

Section 5.2 – Teams

The Employer and the Union may be represented at all meetings by a team of representatives not to exceed seven (7) members each. The Union shall provide the City with the names of its bargaining team members. No more than three (3) representatives shall be allowed to attend negotiation meetings on duty. They shall be paid regular salary for time spent in negotiations during regular working hours. No payment will be made for negotiating time outside the representatives' workday.

All meetings shall be conducted exclusively between said teams. Each team shall have a chief spokesperson who shall have the authority to state and clarify proposals, bind the Union in tentative agreements, and agree to the time for the next meeting.

Section 5.3 – Caucus

Upon the request of either party, the negotiations shall be recessed to permit the requesting party a period of up to thirty (30) minutes to caucus. If necessary, additional time may be granted.

Section 5.4 – Consultants

Either party may, in addition to its 7-member team, include professional and/or lay consultants to participate in negotiation meetings. Any expenses relating to such consultants shall be borne by the party requesting them.

Section 5.5 - Information to Public

No releases or information regarding negotiations shall be made to the news media, except releases agreed upon between the parties. Nothing herein shall be construed as an alternate dispute resolution procedure contained in Ohio Revised Code §4117.

Section 5.6

All tentative agreements are subject to final ratification by the parties.

ARTICLE 6 - DUES CHECK-OFF

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union, as provided by the Ohio Revised Code §4117.09, Section B, paragraph 2.

ARTICLE 7 - FAIR SHARE FEE

Any bargaining unit member who is not a member of the Union shall, upon the effective date of this Agreement or sixty (60) days following the beginning of his employment with the City, whichever date is later, pay a monthly fair share fee to the Union. The amount of the monthly fair share fee shall be established by the Union, but in no event shall it exceed the monthly dues and assessments paid by a Union member to the Union.

The fair share fee shall be deducted once a month and remitted each month to the Union by the City Auditor.

The Union shall establish an internal procedure for calculating the fair share fee, providing for objections and hearing thereon, preventing the use of the fair share fee for impermissible purposes while the objection is pending, and rebating the fair share fee or portions thereof if found to be improperly deducted, in accordance with the requirements of Ohio Revised Code §4117.09 and Federal Law.

Within ninety (90) days of the execution of this Agreement by both parties, the Union shall submit evidence to the City that it has established an internal procedure in accordance with the provisions of this Article.

ARTICLE 8 - DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, national origin, disability, or age.

ARTICLE 9 - UNION MEMBERSHIP

The Employer and the Union agree there shall be no discrimination against any employee on the basis of his members or non-membership in the Union, and agree not to interfere with the right of such employees to become and remain members of the Union nor discriminate against, interfere with, restrain or coerce any employee for his activities or non-activity on behalf of the Union.

ARTICLE 10 - UNION BUSINESS

Fire Department 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, seminars, conferences, and activities relating to grievance procedures without a loss of pay; provided, however, that such time off shall not exceed fifteen (15) days. Time off shall be granted only one employee per crew and time off shall not be granted if it requires call-in of overtime personnel. The Chief may grant additional days or additional employees per crew.

Union business means business only on behalf of the IAFF Local #291. Union business also includes leave time for a bargaining unit member to attend a state or international convention as a representative or as a delegate.

ARTICLE 11 - CONTRACTING OUT

The Employer agrees during the duration of this Contract not to enter into a contract with anyone to provide firefighting, emergency medical, paramedic or Fire Inspection services.

This Article does not restrict the Employer from Entering into a contract to provide fire protection services through members of the Bargaining Unit to an entity located outside the jurisdiction boundaries of the Employer.

ARTICLE 12 - LABOR MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of three Union representatives and three Employer representatives, (Chief and or his management designee). The committee shall meet on requests of either party to discuss all matters of mutual concern, but no party has a duty to agree to any suggestions. The committee shall have the authority to make recommendations to the Union and the Employer. The parties intend this committee to be advisory only. Negotiations or collective bargaining over matters covered by the current Contract shall not occur at these meetings.

ARTICLE 13 - PERSONNEL FILES

Section 13.1

Every thirty-six (36) months, the Fire Chief or department head will, upon the request of the employee, review the personnel file with each bargaining unit employee. At that time, the following violations in said file will be removed and destroyed:

1. All reprimands older than twenty-four (24) month, unless there has been a reoccurrence of the same or similar conduct during the period, in which case the two-year period would be counted from the last occurrence.

2. All suspensions older than sixty (60) months, unless there has been a reoccurrence of the same or similar conduct during the period. The violations which are removed, as described above, shall not be used against an employee in any future disciplinary action.

3. If more than one departmental file is kept for each employee, each shall contain identical information. Copies of reports of all disciplinary actions of any type shall be given to the employee. Time allotted for this review will be mutually agreed upon by the Fire Chief or the head of the department and the bargaining unit employee. Reviews may take place on off-duty time.

4. Employee medical records will be kept in a separate confidential file not for public view.

Section 13.2

Release of information in an employee's personnel file shall be in accordance with state and federal law.

Section 13.3

The employee will be notified of copies of reports of any nature placed in his file. Upon leaving the Department for any reason, the employee, upon his request, shall be given copies of material in his personnel file.

ARTICLE 14 - RESIDENCY REQUIREMENT

Employees shall reside in Fairfield County or contiguous counties (Licking, Franklin, Hocking, Pickaway and Perry) after successful completion of probationary period.

ARTICLE 15 - WORKING HOURS

Section 15.1

Fire suppression personnel shall work a three (3) platoon twenty-four (24) hour shift.

Section 15.2

The twenty-four (24) hour shift shall commence at 0700 hours and continue through to 0700 hours the following day.

Section 15.3

Fire suppression personnel shall work a fifty (50) hour work average work week.

Section 15.4

Fire prevention personnel shall work a forty (40) hour work week.

Section 15.5

A twenty-eight (28) day work period is established in the Department. It is scheduled on a different day for each crew.

Section 15.6

Each firefighter shall be assigned one (1) twenty-four (24) hour "Kelly" day off during each work period. Kelly days are further defined in Article 16 below.

Section 15.7

February 29, shall be covered by each platoon working an eight (8) hour shift, with no overtime liability. Additionally, no overtime liability shall be incurred solely as a result of changes to and from daylight saving time.

Section 15.8

The bi-weekly pay period shall be defined as a two week period with a start time of 0700 hrs Monday and an end time of 0700 hrs on the second following Monday. This is a fourteen (14) day pay period consisting of three hundred thirty-six (336) hours.

ARTICLE 16 - KELLY DAYS

Fire Department bargaining unit employees who work on the twenty-four (24) hours, three (3) platoon system shall be granted thirteen (13) twenty-four (24) hour Kelly Days per year (one (1) Kelly Day per twenty-eight (28) day period) to be taken at a time mutually agreed upon by the employee and his/her supervisor, and assigned by a combination of rank and seniority (Crew Captain followed by Lieutenant in order of time in rank and then all others by order of Fire Department seniority).

The "Kelly Day" as detailed above is intended to reduce the work week hours in accordance with Fair Labor Standards Act. A reduction of hours by this process creates the fifty (50) hour work week. This reduction method is not considered as "paid time off" (i.e. vacation, compensatory time, sick leave, etc.) as it relates to Ohio Police and Fire Pension Fund reporting.

ARTICLE 17 - WORK SCHEDULES WHILE ATTENDING MANDATORY SCHOOLS

When bargaining unit member is requires to attend a mandatory week-long school, his work week will be from Sunday through the following Saturday. These personnel will not be required to work their regularly scheduled workdays during this period.

ARTICLE 18 - SHIFT EXCHANGE

Employees shall have the right to exchange time when the change does not interfere with the operation of the Fire Department. All time changes must be first approved in advance by the officer in charge. No change in time can create overtime.

ARTICLE 19 - EMPLOYEE STAFFING

Section 19.1 – E.M.S

The employer agrees to train firefighters as paramedics and to assign thirty-six (36) firefighter/paramedics to pay range #4.

The employer agrees to man each medic vehicle with no less than two (2) paramedics.

Section 19.2 – Fire Suppression

The employer agrees to man each engine in operation with no less than three (3) persons.

Section 19.3 – Pump Engineers

The Employer agrees to train firefighters as pump engineers and to assign twelve (12) firefighters to the pump engineer classification. These pump engineers shall be paid at pay range 3 in the pay scale under Article 21. Only twelve (12) certified pump engineers are paid at the grade 3 classification.

The Chief can train and certify more than twelve (12) firefighters as pump engineers. As noted above, however, only twelve (12) pump engineers shall be assigned to the pump engineer classification and shall be paid the grade 3 pump engineer classification pay. The other certified pump engineers who have not been assigned to one of the twelve (12) pump engineer positions continue to receive their regular pay.

All twelve (12) pump engineers certified and assigned to the classification as of December, 1992 will continue to be paid at the grade 3 pump engineer classification. Any other firefighters not currently certified or certified but not assigned as pump engineers shall be selected by the Chief. The Chief determines how many firefighters shall be certified as pump engineers and when they shall be certified. If the merit and fitness of two pump engineer candidates is substantially equal, the Chief shall select the most senior firefighter for the pump engineer certification and to fill a vacancy in one of the twelve (12) assigned pump engineer positions.

Pump engineers must be re-certified every two years. The Chief determines the pump engineer certification standards.

Section 19.4 – Fire Suppression and E.M.S Division

The Employer agrees to maintain a minimum of sixteen (16) personnel on duty at all times in the Suppression/EMS Division of the Division of Fire.

ARTICLE 20 - BASIC RATE OF PAY

Basic rate of pay equals annual regular salary divided by 2,496 hours. This formula will be used to calculate a firefighter's rate of regular pay, overtime, a day's pay for retirement pay, suspension and any other per diem purposes. Longevity and pro-pay will be added to the regular salary to determine the regular rate for overtime. For forty (40) hour a week employees, basic rate of pay equals annual regular salary divided by 2,080 hours.

ARTICLE 21 - PAY RATES

Section 21.1

Job classifications and pay range differentials for those employees of this bargaining Unit shall be the following:

Range	Range Differential	Job Title
2	Not Applicable	Firefighter
3	6% greater than Range 2	Firefighter/Paramedic-Trainee/ Pump Engineer
4	6% greater than Range 3	Firefighter/Paramedic/ Fire Inspector
5	12% greater than Range 4	Lieutenant
6	12% greater than Range 5	Captain

Section 21.2

Salaries for bargaining unit personnel hired on or before December 31, 2010, for the time period January 30, 2012 to December 31, 2012, are further detailed in the wage table below.

Wage Table for January 30, 2012 to December 31, 2012

(Bargaining Unit Members hired on or before December 31, 2010)

1/30/2012	3%	Start	After 1 yrs	After 2 yrs	After 3 yrs	After 4 yrs
Range 2	Bi-weekly	**$ 1,542.29**	**$ 1,642.50**	**$ 1,749.25**	**$ 1,862.95**	**$ 2,082.48**
	Annual	$ 40,099.54	$ 42,705.00	$ 45,480.50	$ 48,436.70	$ 54,144.48
Range 3	Bi-weekly	**$ 1,634.83**	**$ 1,741.05**	**$ 1,854.21**	**$ 1,974.73**	**$ 2,207.43**
	Annual	$ 42,505.58	$ 45,267.30	$ 48,209.46	$ 51,342.98	$ 57,393.18
Range 4	Bi-weekly	**$ 1,732.92**	**$ 1,845.51**	**$ 1,965.46**	**$ 2,093.22**	**$ 2,339.88**
	Annual	$ 45,055.92	$ 47,983.26	$ 51,101.96	$ 54,423.72	$ 60,836.88
Range 5	Bi-weekly					**$ 2,620.67**
	Annual					$ 68,137.42
Range 6	Bi-weekly					**$ 2,935.15**
	Annual					$ 76,313.90

Salaries for bargaining unit personnel hired on or after January 1, 2011, for the time period January 30, 2012 to December 31, 2012, are further detailed in the wage table below.

Wage Table for January 30, 2012 to December 31, 2012

(Bargaining Unit Members hire on or after January 1, 2011)

1/30/2012	3%	Range 2	Range 3	Range 4	Range 5	Range 6
Start	Bi-weekly	**$ 1,388.06**	**$ 1,471.34**	**$ 1,559.63**		
	Annual	$ 36,089.56	$ 38,254.84	$ 40,550.38		
After 1 yr	Bi-weekly	**$ 1,487.26**	**$ 1,576.50**	**$1,671.09**		
	Annual	$ 38,668.76	$ 40,989.00	$ 43,448.34		
After 2 yr	Bi-weekly	**$1,586.47**	**$1,681.65**	**$1,782.56**		
	Annual	$41,248.22	$43,722.90	$ 46,346.56		
After 3 yr	Bi-weekly	**$ 1,685.67**	**$1,786.81**	**$1,894.03**		
	Annual	$ 43,827.42	$ 46,457.06	$49,244.78		
After 4 yr	Bi-weekly	**$1,784.88**	**$ 1,891.97**	**$ 2,005.49**	**$2,246.14**	**$ 2,515.68**
	Annual	$ 46,406.88	$ 49,191.22	$ 52,142.74	$ 58,399.64	$ 65,407.68
After 5 yr	Bi-weekly	**$ 1,884.08**	**$ 1,997.13**	**$ 2,116.96**	**$ 2,370.99**	**$ 2,655.50**
	Annual	$ 48,986.08	$ 51,925.38	$ 55,040.96	$ 61,645.74	$ 69,043.00
After 6 yr	Bi-weekly	**$ 1,983.29**	**$ 2,102.28**	**$2,228.43**	**$2,495.83**	**$ 2,795.33**
	Annual	$ 51,565.54	$54,659.28	$ 57,939.18	$64,891.58	$ 72,678.58
After 7 yr	Bi-weekly	**$2,082.48**	**$ 2,207.43**	**$2,339.88**	**$ 2,620.67**	**$ 2,935.15**
	Annual	$ 54,144.48	$ 57,393.18	$ 60,836.88	$ 68,137.42	$ 76,313.90

Wage Table for January 1, 2013 to December 31, 2013

(Bargaining Unit Members hired on or before December 31, 2010)

1/1/2013	2.5%	Start	After 1 yrs	After 2 yrs	After 3 yrs	After 4 yrs
Range 2	Bi-weekly	**$ 1,580.85**	**$ 1,683.56**	**$ 1,792.98**	**$ 1,909.52**	**$ 2,134.54**
	Annual	$ 41,102.10	$ 43,772.56	$ 46,617.48	$ 49,647.52	$ 55,498.04
Range 3	Bi-weekly	**$ 1,675.70**	**$ 1,784.58**	**$ 1,900.57**	**$ 2,024.10**	**$ 2,262.62**
	Annual	$ 43,568.20	$ 46,399.08	$ 49,414.82	$ 52,626.60	$ 58,828.12
Range 4	Bi-weekly	**$ 1,776.24**	**$ 1,891.65**	**$ 2,014.60**	**$ 2,145.55**	**$ 2,398.38**
	Annual	$ 46,182.24	$ 49,182.90	$ 52,379.60	$ 55,784.30	$ 62,357.88
Range 5	Bi-weekly					**$ 2,686.19**
	Annual					$ 69,840.94
Range 6	Bi-weekly					**$ 3,008.53**
	Annual					$ 78,221.78

Salaries for bargaining unit personnel hired on or after January 1, 2011, for the time period January 1, 2013 to December 31, 2013, are further detailed in the wage table below.

Wage Table for January 1, 2013 to December 31, 2013

(Bargaining Unit Members hire on or after January 1, 2011)

1/1/2013	2.5%	Range 2	Range 3	Range 4	Range 5	Range 6
Start	Bi-weekly	**$ 1,422.76**	**$ 1,508.12**	**$ 1,598.62**		
	Annual	$ 36,991.76	$ 39,211.12	$ 41,564.12		
After 1 yr	Bi-weekly	**$ 1,524.44**	**$ 1,615.91**	**$1,712.87**		
	Annual	$ 39,635.44	$ 42,013.66	$ 44,534.62		
After 2 yr	Bi-weekly	**$1,626.13**	**$1,723.69**	**$1,827.12**		
	Annual	$42,279.38	$44,815.94	$ 47,505.12		
After 3 yr	Bi-weekly	**$ 1,727.81**	**$1,831.48**	**$1,941.38**		
	Annual	$ 44,923.06	$ 47,618.48	$50,475.88		
After 4 yr	Bi-weekly	**$1,829.50**	**$ 1,939.27**	**$ 2,055.63**	**$2,302.29**	**$ 2,578.57**
	Annual	$ 47,567.00	$ 50,421.02	$ 53,446.38	$ 59,859.54	$ 67,042.82
After 5 yr	Bi-weekly	**$ 1,931.18**	**$ 2,047.06**	**$ 2,169.88**	**$ 2,430.26**	**$ 2,721.89**
	Annual	$ 50,210.68	$ 53,223.56	$ 56,416.88	$ 63,186.76	$ 70,769.14
After 6 yr	Bi-weekly	**$ 2,032.87**	**$ 2,154.84**	**$2,284.14**	**$2,558.23**	**$ 2,865.21**
	Annual	$ 52,854.62	$56,025.84	$ 59,387.64	$66,513.98	$ 74,495.46
After 7 yr	Bi-weekly	**$2,134.54**	**$ 2,262.62**	**$2,398.38**	**$ 2,686.19**	**$ 3,008.53**
	Annual	$ 55,498.04	$ 58,828.12	$ 62,357.88	$ 69,840.94	$ 78,221.78

Wage Table for January 1, 2014 to December 31, 2014

(Bargaining Unit Members hired on or before December 31, 2010)

1/1/2014	2%	Start	After 1 yrs	After 2 yrs	After 3 yrs	After 4 yrs
Range 2	Bi-weekly	**$ 1,612.47**	**$ 1,717.23**	**$ 1,828.84**	**$ 1,947.71**	**$ 2,177.23**
	Annual	$ 41,924.22	$ 44,647.98	$ 47,549.84	$ 50,640.46	$ 56,607.98
Range 3	Bi-weekly	**$ 1,709.21**	**$ 1,820.27**	**$ 1,938.58**	**$ 2,064.58**	**$ 2,307.87**
	Annual	$ 44,439.46	$ 47,327.02	$ 50,403.08	$ 53,679.08	$ 60,004.62
Range 4	Bi-weekly	**$ 1,811.76**	**$ 1,929.48**	**$ 2,054.89**	**$ 2,188.46**	**$ 2,446.35**
	Annual	$ 47,105.76	$ 50,166.48	$ 53,427.14	$ 56,899.96	$ 63,605.10
Range 5	Bi-weekly					**$ 2,739.91**
	Annual					$ 71,237.66
Range 6	Bi-weekly					**$ 3,068.70**
	Annual					$ 79,786.20

Salaries for bargaining unit personnel hired on or after January 1, 2011, for the time period January 1, 2014 to December 31, 2014, are further detailed in the wage table below.

Wage Table for January 1, 2014 to December 31, 2014

(Bargaining Unit Members hire on or after January 1, 2011)

1/1/2014	2%	Range 2	Range 3	Range 4	Range 5	Range 6
Start	Bi-weekly	**$ 1,451.22**	**$ 1,538.28**	**$ 1,630.59**		
	Annual	$ 37,731.72	$ 39,995.28	$ 42,395.34		
After 1 yr	Bi-weekly	**$ 1,554.93**	**$ 1,648.23**	**$1,747.13**		
	Annual	$ 40,428.18	$ 42,853.98	$ 45,425.38		
After 2 yr	Bi-weekly	**$1,658.65**	**$1,758.16**	**$1,863.66**		
	Annual	$43,124.90	$45,712.16	$ 48,455.16		
After 3 yr	Bi-weekly	**$ 1,762.37**	**$1,868.11**	**$1,980.21**		
	Annual	$ 45,821.62	$ 48,570.86	$51,485.46		
After 4 yr	Bi-weekly	**$1,866.09**	**$ 1,978.06**	**$ 2,096.74**	**$2,348.34**	**$ 2,630.14**
	Annual	$ 48,518.34	$ 51,429.56	$ 54,515.24	$ 61,056.84	$ 68,383.64
After 5 yr	Bi-weekly	**$ 1,969.80**	**$ 2,088.00**	**$ 2,213.28**	**$ 2,478.87**	**$ 2,776.33**
	Annual	$ 51,214.80	$ 54,288.00	$ 57,545.28	$ 64,450.62	$ 72,184.58
After 6 yr	Bi-weekly	**$ 2,073.53**	**$ 2,197.94**	**$2,329.82**	**$2,609.39**	**$ 2,922.51**
	Annual	$ 53,911.78	$57,146.44	$ 60,575.32	$67,844.14	$ 75,985.26
After 7 yr	Bi-weekly	**$2,177.23**	**$ 2,307.87**	**$2,446.35**	**$ 2,739.91**	**$ 3,068.70**
	Annual	$ 56,607.98	$ 60,004.62	$ 63,605.10	$ 71,237.66	$ 79,786.20

Section 21.3

Members shall be paid biweekly amounts as shown for every two (2) weeks of work. For purposes of this Contract, "hourly" means base annual salary divided by 2,496 hours.

Section 21.4

For the time period beginning January 30, 2012 through December 31, 2014, the City will not assume or pay for any portion of the Employee's Member Contribution to PFPF on behalf of the employee. The entire portion of the Member contribution shall be the obligation of the Member and be paid by the Member.

Section 21.5

In addition to the pay provision above, the total annual salary and salary per pay period of each member shall be payable by the City in two (2) parts: (1) deferred salary, and two (2) cash salary. A member's deferred salary shall be equal to the percentage of said member's total annual salary or salary per pay period which is required from time to time by the PFPF of Ohio to be paid as an employee contribution by said member and shall be paid by the City to the PFPF on behalf of said member. This amount shall include the amounts assumed and paid on behalf of the member by the City and the remaining portion of the member's contribution as described in the subsection above. A member's cash salary per pay period less the amount of the Pick-up for said member shall be payable, subject to applicable payroll deduction, to said member.

Section 21.6

The City shall compute and remit its employer contributions to PFPF based upon total annual salary. The City shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary. The City shall report for municipal income tax purposes, as a member's gross income, said member's total annual salary. The City shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

ARTICLE 22 - COMPENSATION FOR MANDATORY SCHOOLS AND/OR MEETINGS

Fire Department bargaining unit employees will be paid, at a rate of time and one-half (1-1/2), overtime for all mandatory schools and/or meeting that they are ordered to attend off-duty hours. Overtime calculation is defined in Article 26 of this Agreement.

ARTICLE 23 - LONGEVITY PAY

Section 23.1

Fire Department employees hired before January 1, 2006 shall receive, after five (5) years of continuous service, $3.25 longevity pay for each year of continuous service with the Lancaster Fire Department. Longevity pay will be paid each bi-weekly pay period. Fire Department employees hired on or after January 1, 2006 are not entitled to longevity pay.

ARTICLE 24 - PRO-PAY

Section 24.1

In addition to the wage rates established by the Agreement, the Employer shall pay Fire Department bargaining unit employees an additional twenty-five dollars ($25.00) bi-weekly for associate degrees or an additional forty dollars ($40.00) bi-weekly for bachelor degrees, in fields related to fire fighting or emergency medical service. Eligibility for payment shall be determined by the procedure outlined in Section 24.3 below.

Section 24.2

In addition to the wage rates established by the Agreement ,the Employer shall pay Fire Department Bargaining Unit employees an additional fifteen dollars ($15.00) bi-weekly for a current Ohio Department of Public Safety Instructor card for EMT, Paramedic or Fire, pursuant to the limitations detailed below.

Each crew shall maintain two (2) EMS Instructors and two (2) Fire Instructors for purposes of this article, thus creating a maximum of twelve (12) within the entire Fire Department entitled to this compensation. The Fire Chief and the Service Safety Director shall determine the employees who are eligible for this pay. If there are not a sufficient number of instructors to fulfill the aforementioned requirements, the positions shall be left vacant.

It is understood by the City and the Union that Instructor Pay will only be awarded to those individuals that maintain a current Instructor Certification as listed in this Section and perform the task of instruction for the designated shift he/she may be assigned. The Fire Chief and the Service Safety Director has the discretion, with reason, to deny or revoke Instructor pay.

Section 24.3

A pro-pay committee composed of the Chief, Safety Director and two (2) employees shall be established. The employee committee members will be chosen by the Union membership of Local 291. The committee shall determine which degrees are related to and useful in fire department employment. If no agreement can be reached, the Chief and Safety Director make the final determination.

Section 24.4

Employees shall receive pay only for their highest degree. The employee must submit an official copy of his transcript and diploma to the Chief to be awarded pro-pay.

ARTICLE 25- LAYOFF AND RECALL

Section 25.1

Layoffs shall be conducted in accordance with this Article. The parties agree that this Article shall supersede the provisions of Chapter 124 of the Ohio Revised Code and the rules of the Lancaster Civil Service Commission concerning the job abolishment and layoffs of bargaining unit member. Any challenge to aspects of layoffs shall be in accordance with the grievance procedure contained in this agreement and the Lancaster Civil Service Commission shall have no jurisdiction over layoffs concerning bargaining unit members.

Section 25.2

The City may layoff bargaining unit employees' positions as a result of a lack of funds or a lack of work.

Section 25.3

The City Service/Safety Director shall determine the number of positions to be laid off. Each employee to be laid off shall be given at least fourteen (14) days advance written notice, delivered by either hand delivery or certified U.S. Mail of the layoff with a copy provided to the Union. The layoff notice shall state the reasons for the layoff along with the effective date of such action.

Section 25.4

Employees in the rank of firefighter, firefighter/pump engineer, firefighter/paramedic and firefighter/inspector shall be laid off by inverse order of

seniority as defined by continuous length of service with the Lancaster Fire Department.

Employees in the rank of lieutenant or captain affected by an abolishment, shall be laid off based on length of service in the affected rank.

Section 25.5

Employees in the rank of lieutenant or captain may displace less senior employees in a lower rank. Such displacement under this section shall be based on department-wide seniority.

Section 25.6

All employees who are displaced or laid off shall be placed on a recall list for three (3) years. Employees that are called to active military duty and are on the recall list shall have their recall period stayed for the length of activation. During this period, the City may not fill any position in the classifications affected by the layoffs prior to offering such vacancy to eligible employees on the recall list. The employer may not hire part-time, intermittent or temporary employees in fire department classifications while there are employees on the recall list. An employee on the recall list shall have five (5) calendar days to respond to the offer of recall. Upon acceptance of the recall, the individual shall have fourteen (14) days to report to work unless different arrangements have been made by the parties.

All employees who are recalled shall not serve a probationary period upon reinstatement, except that an employee laid off during a probationary period shall begin a new probationary period.

All employees who are recalled after a layoff period greater than 6 (six) months shall submit to a physical examination and successfully meet the minimum standards as required for employment pursuant to Article 49 of this Agreement.

An employee who fails to respond to the offer of recall or who declines such offer shall be removed from the recall list. It is the employees' responsibility to maintain a current address with the City in order to be contacted for recall.

An employee who is not recalled after three (3) years shall be considered separated from the City.

Section 25.7

Any member of the bargaining unit who is laid off for more than six (6) consecutive months shall be entitled to cash out thirty-two (32) hours of accumulated sick leave for

each year of his continuous employment with the City, up to a maximum cash out of 480 accumulated sick leave hours.

ARTICLE 26 - OVERTIME

Section 26.1

In the event that a need for overtime occurs in the Fire Department, overtime shall accrue to members of the department and shall be voluntary. If an emergency exists, overtime shall be mandatory. The employee shall be paid time and one-half (1/-1/2) hours work to the next highest half hour.

Section 26.2

Fire suppression employees shall receive all overtime payments to which they are entitled under the Federal Fair Labor Standards Act. Forty (40) hour employees shall be paid one and one-half (1-1/2) times their regular rate of pay for time worked in excess of forty (40) hours per week. Holidays, sick days, personal days, vacations and other paid leaves are considered "hours worked" for computing overtime.

Section 26.3

All overtime shall be distributed among employees of the same rank by seniority. The Employer agrees to maintain a log to show the time of call and response from each person called as to whether it was accepted, refused, no contact, sick, vacation or on duty. There will be one seniority list. Call-in will begin at the top of the list each time that the overtime is needed and proceed down the list until all positions for overtime are filled.

Section 26.4

Overtime will be assigned to employees in eight (8)hour shifts. No one shall work more than one (1) overtime shift per pay period unless it becomes necessary. If an employee calls in sick on his regular shift, he will not be eligible for overtime the following day.

Section 26.5

A paramedic or pump engineer may work in a position of firefighter and will be paid overtime as a firefighter. Employees will be paid overtime in accordance with the position worked.

Section 26.6

An officer will be called for overtime when needed. This will allow two (2) officers off and when the officer level falls below 2 an officer will be called for overtime.

Section 26.7

The captain in charge will be assigned to take care of the overtime list. The captain in charge will be responsible for keeping the list current.

Section 26.8

Employees may choose compensatory time in lieu of cash payments for overtime worked. One and one-half (1-1/2) hours of compensatory time will be given for each hour of overtime. Compensatory time must be used within one hundred eighty (180) days after it is earned. Reasonable notice must be given before compensatory time can be used. The Chief has final approval over when compensatory time can be used.

Section 26.9

Overtime at the rate of time and one-half (1-1/2) will be paid to employees for all hours worked outside or beyond the regularly scheduled duty hours, to the nest highest half hour.

Section 26.10

Regularly scheduled duty hours for probationary firefighters enrolled in Firefighter I and II school shall be those hours required to attend and complete firefighter training. They will still be considered fifty (50) hour employees for compensation and overtime purposes, with the school considered part of their assignment. Only actual hours while attending school are counted as hours worked. Time spent sleeping overnight and other personal time outside of school hours are not considered time worked.

ARTICLE 27 - COURT TIME

Section 27.1

Employees covered by this agreement shall be paid at the rate of one and one half (1 ½) times their regular hourly rate for hours actually worked in connection with any job related court appearance performed while off duty.

For each such court appearance, an employee will be paid for a minimum of three (3) hours at one and one half (1 ½) times their regular hourly rate.

Section 27.2

If an employee who is scheduled to appear in court is given less than a two (2) hour notice that his/her appearance in court is not needed, that employee is entitled to be paid the full minimum number of hours for court pay as specified in Section 27.1 beginning at the time the court appearance was scheduled.

If an employee who is scheduled to appear in court is given more than a two (2) hour notice that his/her appearance in court is not needed, that employee is not entitled to court pay minimum.

ARTICLE 28 - UNIFORM ALLOWANCE

Section 28.1

The Employer shall grant each employee an initial uniform allowance of Nine Hundred dollars ($900.00) and thereafter an annual uniform allowance of Nine Hundred dollars ($900.00) payable during the month of January.

Section 28.2

The City shall provide the following turnout gear:

1. Bunker pants.
2. Gloves.
3. Flashlight.
4. Boots.
5. Bunker coat.
6. Helmet.
7. Hood.

Section 28.3

The City will inspect items 1 trough 7 in Section 28.2 above at least once each year to determine if replacements are necessary. The City shall replace the gear listed in 1-7 of Section 28.2 above when it deems necessary to do so.

ARTICLE 29 - PAYMENT OF VACATION PAY AND UNUSED SICK LEAVE AT DEATH

If an employee dies, his estate shall be paid his vacation earned under Article 37, and it shall receive payment for unused sick leave in accordance with the formula set forth in Article 30. For purposes of this Article, an unused sick day is an eight-hour day. One week's vacation means regular salary plus longevity and pro-pay divided by 2496 X 50 for both death and retirement benefits.

ARTICLE 30 - SICK LEAVE CONVERSION RETIREMENT PAY

Section 30.1

Upon retirement, fire department bargaining unit personnel that were hired on or before December 31, 2010, and who have a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave shall be paid one hundred percent (100%) of that accumulated, but unused sick leave. In addition, fire department bargaining unit personnel that were hired on or before December 31, 2010, shall be paid, upon retirement, twenty-five percent (25%) of all accumulated, but unused sick leave in excess of the nine hundred sixty (960) hours.

Section 30.2

Upon retirement, fire department bargaining unit personnel that were hired on or before December 31, 2010, and who do not have a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, shall be paid thirty-two (32) hours of their accumulated, but unused sick time remaining in the employee's sick leave "bank", for each year of their continuous employment with the City, up to a maximum of nine hundred sixty (960) hours.

Section 30.3

Upon retirement, fire department bargaining unit personnel hired on or after January 1, 2011, and who have accumulated but unused sick leave, shall be paid the equivalent twenty-five percent (25%) of all accumulated, but unused sick leave, up to a maximum payout of two-hundred forty (240) hours.

Section 30.4

Fire Department bargaining unit employees, transferring sick leave from another political subdivision to the Employer, will be paid one day's wages for each four days of unused sick leave transferred, to a maximum of thirty (30) days to be paid upon retirement. In no event will the combination of sick leave transferred and the sick leave accumulated with the Employer exceed a payment of one hundred twenty (120) days' wages upon retirement. This bonus pay of a maximum thirty (30) days earned in another political subdivision will not apply to employees hired after January 1, 1989 as per Ohio Revised Code § 124.38

ARTICLE 31 - HELMET PURCHASE UPON RETIREMENT

Members of the Bargaining Units covered by this Agreement who have at least ten (10) years of continuous service with the Department may purchase their service helmet when they retire for $1.00.

ARTICLE 32 - HOSPITALIZATION AND MEDICAL INSURANCE

Section 32.1

The Employer shall provide group medical insurance coverage, as selected by the employer, for each employee and dependents at a level comparable to the coverage further detailed in Attachment A (Effective date of the coverage in Attachment A will be February 1, 2012. Prior to this date, employees will receive the continuing coverage as provided in the previous Agreement). The City will only provide one (1) family medical plan to those employees with spouses also employed by the City.

Section 32.2

The Employer shall make available dental insurance coverage, as selected by the employer, for each employee and dependents at a level comparable to the coverage further detailed in Attachment A. The City will only provide one (1) family medical plan to those employees with spouses also employed by the City.

Section 32.3

The Employer, Union and employees acknowledge the importance of and must engage in mutual efforts to control the cost of health insurance care. As premium rates increase over the course of this Agreement, the parties agree to meet and discuss the increase in

premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to alternate insurance coverage or alternate means of providing coverage. The Insurance Committee, as defined in Article 31.6, shall conduct initiate and conduct such meetings.

The Union understands and agrees that any increase in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases that may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

It is further agreed and understood that the benefits provided herein are subject to the rules and regulations of the insurance carrier. Further, it is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the City, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

Section 32.4 - Contributions

For the time period beginning January 16, 2012 (Pay Period 3) through December 31, 2014 the parties agree that employee contributions to the premiums for health and dental insurance provided by this Article will be paid in amounts equal to 15% of the premium. The employee's premium contribution will be deducted monthly as detailed above.

Section 32.5 - Health Insurance Premium Holiday

The parties agree that should the employer be entitled to a health and dental insurance premium "holiday" during the calendar years of 2013 and 2014, and if the employer chooses to accept a health and dental insurance premium "holiday", the employee shall also receive the health and dental insurance premium "holiday" at that time. A premium "holiday" is a situation where the employees are not obligated to make their premium contribution towards their health and dental insurance premiums for the designated month(s). Employees are not entitled to a health and dental insurance premium "holiday" during the calendar year 2012.

The parties agree that due to the business application of this agreement, and working in conjunction with the City Auditor's Office, the Service Safety Director and Mayor shall determine whether the City of Lancaster will accept a premium "holiday" and the time period for said acceptance.

The parties agree that this is a one time opportunity and shall not be precedent setting.

Section 32.6

An employee in a non-pay status for any reason will be responsible for one hundred percent (100%) of the employer's share of the monthly health insurance premium.

Section 32.7

An Insurance Committee representing each bargaining unit and five (5) employees of the City Administration shall be formed for the duration of the contract to explore alternatives in providing adequate insurance coverage at the most affordable cost to the City. This committee will explore ways of educating all city employees in proper use of the insurance benefits. The committee's input is advisory only. The City shall select the third party administrator and determine benefit programs. The Mayor or his/her designee shall serve as Chairperson of this committee.

ARTICLE 33 - LIFE INSURANCE

Section 33.1

The Employer shall provide each employee with a life insurance program to all members of the bargaining unit covered by this agreement as follows:

Coverage Amount

$26,000.00 per employee
$2,000.00 per employee spouse
Up to $2,000.00 per employee dependent child (to age 19; to age 23 if full time student)

Section 33.2

The insurance program shall remain in effect during employment and after retirement; however, after retirement, the insurance shall only cover the retired employee and shall reduce to Fifteen Thousand Dollars ($15,000.00). At age sixty-five (65), the coverage amount shall reduce to Ten Thousand Dollars ($10,000.00). At age seventy (70), the coverage shall be further reduced to Five Thousand Dollars ($5,000.00).

ARTICLE 34 - PROFESSIONAL LIABILITY INSURANCE

Section 34.1

The City shall contract with an insurance carrier who shall provide professional liability insurance at City expense for all employees covered by this agreement in the amount of one million dollars ($1,000,000.00) per incident of liability. The professional liability insurance shall protect employees from all liability arising out of the performance of their duty to provide Fire and E.M.S. services to the City and its residents.

ARTICLE 35 - CALL-IN PAY IN EMERGENCIES AND ON-CALL PAY

Section 35.1

Employees who report for a call-in emergency will be paid three (3) hours overtime minimum. Call-in emergency means calling in a firefighter earlier than three (3) hours before his shift or asking him to stay on his shift longer is not emergency call-in pay.

Section 35.2

Each forty (40) hour employee who is assigned to be "on-call" during a workweek shall be paid a stipend of one hundred dollars ($100) for that workweek. "ON-call" means an employee is required to do what is necessary to make himself available to report to work and is expected to report to work when called.

If an employee works while on call, the employee will be compensated one and one-half (1 ½) times their regular rate of pay for hours worked in addition to the one hundred dollar ($100) stipend.

Employees who fail to report while on call shall not be eligible for the one hundred dollar ($100) stipend the next work week they are assigned to be on call. They shall only be paid their applicable rate of pay for hours actually worked while on call.

ARTICLE 36 - WORKING OUT OF CLASSIFICATION

Section 36.1

An employee may be required to accept responsibilities in a captain or lieutenant position or to carry out the duties of a position or rank above his position for up to three (3) hours without an increase in pay. If an employee is given such an assignment or is

required to accept such responsibilities beyond three (3) hours, he shall be paid the higher rate of pay for all time worked.

Section 36.2

Firefighters who are assigned to drive a medic for 3 hours or more shall be paid at the step 3 rate outlined in Article 21 of this Agreement.

ARTICLE 37 - MANDATORY TRAINING SESSION

Fire Department personnel who have scheduled their vacation or personal day before a mandatory training session is scheduled shall not be required to attend that session. After the training session is scheduled, no personal or vacation time shall be scheduled during that period.

ARTICLE 38 - VACATIONS

Definitions

"Vacation Day" is defined as 24 hours for fire suppression personnel and 8 hours for employees working a 40 hour week.

"Vacation Week" is defined as 72 hours for fire suppression personnel and 40 hours for employees working 40 hour week.

"Employees" means a member of the bargaining unit.

"Weeks' pay" means regular salary plus longevity and pro-pay divided by 2,496 X 50.

"Year" means any twelve (12) consecutive months, after the anniversary of employment.

Continuous service" as per O.R.C. § 9.44(b)(1) includes credit for full time prior service as a firefighter or medic with a municipal or township fire department in Ohio, for which accreditation or certification has been maintained.

Section 38.1

Employees who have been on the City payroll continuously for one (1) year and who have worked at least 1,600 hours during such year, shall be entitled to two weeks' vacation with pay during the year following the anniversary date.

Section 38.2

Employees who have been on the City payroll continuously for eight (8) years and who have worked at least 1,600 hours during the last of such eight (8) year period shall be entitled to three (3) weeks' vacation with pay, during the calendar year of the anniversary date. Employees with fifteen (15) years' continuous service shall be entitled to four (4) weeks' vacation with pay, during the calendar year of the anniversary date, as provided for herein. Employees with twenty-five (25) years' continuous service shall be entitled to five (5) weeks' vacation, during the calendar year of the anniversary date, as provided for herein.

Section 38.3

Vacations shall be taken during the year in which they become due, unless otherwise authorized by the Fire Chief, limited to one (1) week carryover.

Section 38.4

Vacations shall be divided into one (1) week periods unless otherwise approved by the Chief.

Section 38.5

Vacations shall be scheduled by a combination of rank and seniority (Crew Captain followed by Lieutenant in order of rank and time in rank and then all others by order of Fire Department seniority); however, consideration may be given to special requests with the approval of the Fire Chief and Service Safety Director.

Section 38.6

For forty (40) hour employees, if a recognized legal holiday falls within any vacation such a vacation shall be extended one (1) day.

ARTICLE 39 - DAY-AT-A-TIME VACATION

A bargaining unit employee may take up to three (3) days of his vacation, either three (3) consecutive work days, or one (1) work day at a time, subject to the prior approval

by the officer in charge. This Article is not to be intended to grant any additional vacation beyond that to which the employee would normally be entitled.

ARTICLE 40 - HOLIDAYS AND PERSONAL DAYS

Section 40.1

Fire Department bargaining unit employees who work a forty (40) hour work week will be entitled to eight (8) hours of regular holiday pay for:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

In order to be eligible for holiday pay, an employee must work his last scheduled work day before the holiday and his first scheduled work day after the holiday or be properly excused on either of such days.

In addition, Fire Department employees who work a forty (40) hour work week shall be given forty (40) hours of personal time off at a time mutually agreed upon by the employee and his supervisor.

In addition, Fire Department bargaining unit employees who work on the twenty-four (24) hour, three (3) platoon system, shall be entitled to twenty-four (24) hours of personal time off at a time mutually agreed upon by the employee and his supervisor. This personal leave is subject to approval of the Fire Chief and cannot be utilized if it creates an overtime situation. This personal leave can be used in any increment, as authorized by the Fire Chief. This personal leave cannot be carried forward to following years and must be used within the calendar year it is given. There will be no pay-out of unused personal leave.

Section 40.2

Fire Department bargaining unit employees who work on the twenty-four (24) hours, three (3) platoon system shall be granted off thirteen (13) twenty-four (24) hour Kelly days per year, (one Kelly day per work period) to be taken at a time mutually agreed upon by the employee and his supervisor, and assigned by seniority.

Section 40.3

Fire Department bargaining unit employees who work on the twenty-four (24) hour, three (3) platoon system, and who begin their tour of duty on and actually work on the following days shall receive twelve (12) hours' additional straight time pay in their payroll check for the applicable payroll period:

New Years Day	Presidents Day
Martin Luther King, Jr. Day	Easter
Memorial Day	4th of July
Labor Day	Veterans Day
Thanksgiving Day	Christmas Day

ARTICLE 41 - SICK LEAVE

Section 41.1

Fire Department bargaining unit employees shall be entitled to sick leave of four and six tenths (4 6/10) hours with pay, for each completed eighty (80) hours of service, to a maximum of fifteen (15) days per year for forty (40) hours bargaining unit employees, and twenty-one (21) days per year for fifty (50) hour bargaining unit employees. It shall accumulate without limit.

Section 41.2

Fire Department bargaining unit employees may use sick leave upon approval of the responsible administrative officer, for absence due to personal illness, pregnancy, injury, or death in the employee's immediate household whom the employee supports. Absence due to sickness in the immediate family, requiring the continuing presence of the employee at home, to make arrangements for hospitalization or other care, shall not exceed three (3) consecutive workdays. Additional absence for this purpose may be approved by the Service-Safety Director.

Section 41.3

Fire Department bargaining unit employees unable to report for duty for any of the reasons listed above, must report their anticipated absence to the appropriate superior before the start of their scheduled work day and each succeeding day of absence unless other arrangements are authorized by the officer in charge.

Section 41.4

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Section 41.5

A Fire Department bargaining unit employee who transfers from other Ohio public employment to the Employer shall be credited with the unused balance of his accumulated sick leave. An employee is responsible for obtaining certification of his previously accumulated sick leave and submitting it to the Employer within thirty (30) days from his initial employment.

Section 41.6

A fire Department bargaining unit employee shall furnish a satisfactory written, signed statement to his department head to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate, shall be grounds for disciplinary action.

Section 41.7

A written, signed statement by a licensed physician may be submitted and/or requested after a Fire Department bargaining unit employee used five (5) days sick leave in a year or three (3) consecutive work days.

Section 41.8

Any bargaining unit employee who has a bank of 960 hours or more is allowed to cash out $500.00 of equitable value of sick leave each calendar year, provided that a sick leave bank of 960 hours or more remains. Only bargaining unit employees who have a minimum bank of 960 hours will be allowed to make this cash out. Bargaining unit employees who have at least 960 hours of sick leave in their bank, but who do not have $500.00 of accumulated sick leave to cash out over their 960 hour bank, will be allowed to cash out up to $500.00 from their sick leave that exceeds 960 hours.

ARTICLE 42 - SUPPLEMENTAL SICK LEAVE

Any member of the bargaining unit may be entitled to receive supplemental sick leave, but in no case for a longer period than thirty (30) calendar days, after using accumulated sick leave, and comp time and with the permission of the Mayor or his

designee. However, any employee making claim for such compensation as provided in this Article shall, at the request of the Mayor or his designee, submit himself to a physical examination by family physician at the City's expense. In the event the physician finds that such person is able to resume his official duties, he may be ordered to do so and the compensation herein provided for shall forthwith cease.

ARTICLE 43 - CATASTROPHIC SICK LEAVE DONATION PROGRAM

Section 43.1

A catastrophic sick leave program is established to assist employees who are placed on a leave of absence by a licensed physician due to an accident or long-term illness not job related. The joint labor management committee will establish definitions, forms and any other additional policies necessary to administer this section. The catastrophic sick leave donation program can be utilized only if the following conditions are met.

a) The employee's physician certifies that a long-term medical injury or illness exists.

b) The employee must have worked for the City at least one (1) continuous year prior to the illness or injury.

c) Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including but not limited to sick leave, compensatory time, vacation, and personal time.

d) All sick leave donations from other employees of the City shall be voluntary. Bargaining Unit Employees of may donate up to twenty-four (24) hours of sick leave to the ill or injured employee per catastrophe. The ill or injured employee receiving the donated sick leave is only entitled to receive a maximum of two hundred sixteen (216) hours accumulated leave. Sick leave that is donated shall be subtracted from the donating employee's sick leave bank.

e) The employee donating must retain a balance of nine hundred sixty (960) hours available sick leave. Any donated leave will not be returned.

f) Sick leave shall be paid out at the regular rate of the employee who is ill or injured.

g) Sick leave donation may be made between employees covered only in this collective bargaining agreement.

ARTICLE 44 - INJURY LEAVE

Section 44.1

Any Fire Department bargaining unit employee who is disabled as a result of a physical injury suffered in the discharge or performance of his duty is entitled to receive his regular salary during the period of disability, but in no case, unless otherwise authorized by the Service-Safety Director, for a longer period than sixty (60) calendar days. Said injury leave will be taken before the use of accumulated sick leave.

Section 44.2

The employee shall notify his supervisor immediately (48 hours) if injury leave is to be requested.

Section 44.3

The City Service-Safety Director may require medical statements from the attending physician regarding the treatment and expected date of recovery. Before returning to work, the employee must obtain a statement from the physician to the department head to certify that the employee is able to return to work.

Section 44.4

"Injury" does not include:

1. Psychiatric conditions except where the conditions have arisen from an injury or disease;

2. Injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;

3. Injury or disability incurred in voluntary participation in an employer-sponsored recreation or fitness activity where a waiver has been signed;

4. Stress;

5. Any disease;

6. Any injury caused by the firefighter having been under the influence of drugs or alcohol;

7. Any injury caused by the firefighter's gross negligence.

Section 44.4

Physical injury is defined as, but not limited to, occupational disease or injury caused by external, accidental means and may result from noxious gases or smoke.

ARTICLE 45 - LEAVE WITHOUT PAY

Section 45.1

Leaves without pay may be granted for up to one (1) year. Unpaid leaves for disability shall be granted in accordance with O.R.C. § 124.50.

Section 45.2

When the employee returns to work, he or she will be restored to his or her former rank. Employee's benefits cease during the leave of absence, however, he or she may continue hospitalization and life insurance by purchasing the policies at the Employer's rate, if allowed by the insurance carrier. During this leave without pay, benefits, seniority, sick days and vacations do not accrue. Fire Department bargaining unit employees will be treated equally in the processing and granting of leave requests. This section does not apply to Bargaining Unit Employees who are entitled to Military Leave as described in Section 47 below.

ARTICLE 46 - FUNERAL LEAVE

Section 46.1

If a death occurs in an Employee's immediate family, five (5) days at straight time pay will be granted for forty (40) hour employees or two (2) days at straight pay will be granted for fifty (50) hour employees, within seven (7) calendar days of the death, provided the Employee is scheduled to work on any of the days during the time the funeral is held. For purposes of this Section, immediate family is defined as: spouse, parents, children, step-children, step-parents, brother, sister, grandparents, grandchildren.

Section 46.2

If a death occurs in an Employee's family, three (3) days at straight time pay will be granted for forty (40) hour employees or one (1) day at straight pay will be granted for fifty (50) hour employees days at straight time pay will be granted, within seven (7) calendar days of the death, provided the Employee is scheduled to work on any of the days during the time the funeral is held. For purposes of this Section, family is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle and appointed legal guardians.

Section 46.3

The employee shall inform the Employer as soon as possible about the death so that the employee's return to work can be properly scheduled.

ARTICLE 47 - MILITARY LEAVE

Section 47.1

All employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States shall be granted military leave of absence with pay when completing military training exercises or other temporary active duty as further prescribed in this Article.

Bargaining Unit employees are entitled to leave of absence from their respective positions without loss of pay or benefits for the time they are performing service in the uniformed services for up to one hundred seventy-six (176) hours for each calendar year for forty (40) hour per week employees and up to two hundred thirty (230) hours for each calendar year for City of Lancaster IAFF Local 291 twenty-four (24) hour employees, i.e. firefighters. This entitlement of full wages is for each and every calendar year.

Employees must provide copies of orders for military leave. In the event that an employee is notified or has knowledge of scheduled military duty, such as weekend training or annual training, the employee shall notify the Chief or his/her designee of the scheduled training as soon as the employee is notified of such training. Employees must notify, in writing, the Chief or his/her designee at least seven (7) calendar days in advance of dates to be taken as military leave, unless an emergency situation exists.

Section 47.2

All employees who are members of the Ohio National Guard or members of other reserve components of the armed forces of the United States that are called to active military duty for a period in excess of one hundred seventy-six (176) hours for each calendar year for forty (40) hour per week employees or two-hundred thirty (230) hours for each calendar year for City of Lancaster IAFF Local 291 twenty-four (24) hour employees in one calendar year because of an executive order signed by the President of the United States or an act of the United States Congress, is entitled to additional paid leave during the period designated in the order or act. Such employees shall be entitled to a leave of absence and to be paid the lesser of the difference between his gross monthly wage or salary as an employee and the sum of his gross military pay and allowances received that month or five hundred dollars ($500.00). In making this calculation, the terms "gross monthly wage or salary" and "gross uniformed pay and allowances" signify that the City will include in these computations such items as longevity pay, shift differential, hazard pay, hostile fire pay, housing allowances, separation allowance, etc. The City of Lancaster shall continue to pay the premium of the City medical and life insurance policies during such period of active duty.

No member shall receive payments under this section if the sum of his/her gross military pay and allowances received in a pay period exceeds his/her gross monthly wage or salary as a public employee.

Employees must provide copies of orders for military leave. Further, employees on military leave under this section shall provide to the City of Lancaster Auditor's Office copies of verifiable pay vouchers from the military service establishing the employee's gross uniformed pay and allowances prior to receiving pay military leave pay under this section.

The City of Lancaster Service Safety Director shall make the determination of whether an individual employee's uniform service beyond the one hundred seventy-six (176) hours and beyond two hundred thirty (230) hours for the City of Lancaster IAFF Local 291 twenty-four (24) hour employee is as a result of being called to service by an executive order of the President of the United States, by an Act of Congress, or by an Order of the Governor of Ohio.

Section 47.3

The City of Lancaster recognizes that employees are eligible to volunteer to serve more uniform service hours or to serve more hours for a reason not specified above.

An employee that serves more than the one hundred seventy-six (176) hours and more than two hundred thirty (230) hours for the City of Lancaster IAFF Local 291 twenty-

four (24) hour employees in a calendar year, either by volunteering for extra uniform service time or for another unspecified reason, shall be given the option of utilizing vacation or personal leave during the time they are absent during their uniform service.

Should the employee choose not to utilize vacation or personal leave during an absence due to uniform service, the employee shall be placed on unpaid leave and all payment of wages and benefits shall cease. This would absolutely be the only time, when examining military leave situations, that the City would consider an employee to be on leave without pay and separated from City employment.

ARTICLE 48 - SAFETY AND HEALTH

Section 48.1 - Joint Safety and Health Committee

The parties acknowledge the importance of the health and safety of the employees of the City of Lancaster Fire Department and the City of Lancaster. In order to proceed with the aspiration of providing a safe and healthy work environment, there shall be a joint safety and health committee composed of an equal number of Employer and Union representatives. The Union representatives shall be selected by the Union. The Employer's representatives shall be the following: Chief of the City of Lancaster Fire Department or his/her designee, at least one (1) member of the Safety Committee of the City of Lancaster Council, and the Service Safety Director of the City of Lancaster.

Section 48.2 - Meetings of the Joint Safety and Health Committee

The Joint Safety and Health Committee shall meet at a minimum once every three (3) months, at times and locations as designated by the Committee. A special meeting may be called by a majority vote of the members of the Committee and shall be held within two (2) weeks of the vote.

Minutes of the meetings, including an attendance roster, of the Joint Safety and Health Committee shall be kept of all committee meetings. A written report shall be prepared for review and adoption at the next committee meeting and once approved shall be provided to the Mayor with the purpose to reflect compliance with this Article and the continued effort of working towards a safe and healthy work environment.

Section 48.3 - Duties of the Joint Safety and Health Committee

Review and analyze all reports of accidents, deaths, injuries and illnesses of employees of the City of Lancaster Fire Department. Make immediate and detailed investigations of each accident, death or injury. Upon a majority of the committee, make written

recommendations and a recommended date of implementation to modify or add rules and procedures to further promote an avoidance of such incidents in the future.

Review and, upon a majority of the committee, make written recommendations on the care and treatment of injured firefighters so that a standard medical protocol can be initiated with medical facilities that are designed to treat firefighters on an emergency basis. In carrying this review of medical care and treatment, the confidentiality of any individual's medical record shall not be violated by the committee.

Review and, upon a majority of the committee, make written recommendations for the development of a systematic medical testing program for potential work related illnesses or disabilities by the Fire Department. The committee may ask the advice, opinion and suggestion of experts and authorities on safety matters. The committee's union representatives at their own request shall have the right to call on such experts and authorities including representatives from the International Union, to make examinations, investigations and recommendations as shall be reasonably conducted with the purpose of this committee.

Make periodic inspections of Fire Department facilities and apparatus, protective equipment, protective clothing and devices, to review work methods and conditions, including training procedures at least once every three (3) months. Upon a majority of the committee, make written recommendations and a recommended date of implementation to modify or add rules and procedures to further promote the safety of the workplace.

During the performance of the duties of the Joint Safety and Health Committee, the committee shall review NFPA 1500 standards and the Ohio Administrative Code, Chapter 4123, for consideration and possible future implementation.

ARTICLE 49 - PHYSICAL EXAMS

Section 49.1

As a condition of employment, applicants for employment shall have a physical examination from a doctor specified by the Civil Service Board. At the discretion of the Chief of the Department, any employee returning to work from sick leave of three (3) days or more shall give the Chief a report on a physical examination from a family physician. The Chief may require a second opinion from another physician at his discretion, to be taken on Employer time at Employer expense. The employer shall pay for any examination it requires.

Section 49.2

A copy of the employee's pre-employment physical shall be put in the employee's confidential file and shall become a permanent part of said file.

Section 49.3

The Civil Service Board will, within six (6) months of the enactment of this Agreement, furnish the Chief, or the department head, a copy of the pre-employment physical for all active duty members of the fire Department, if said pre-employment physicals are available. Said physicals shall be placed in an employee's personnel files and shall become a permanent part of said files.

Section 49.4

Fire Department employees that are a part of the Fairfield County Special Operations Team and are trained to the Haz-Mat Technician level or higher will be provided an annual physical at the expense of the employer to be scheduled by the chief or his designee.

ARTICLE 50 - DISCHARGE AND DISCIPLINE

Section 50.1

Any discharge, demotion, suspension, removal or other disciplinary measures shall be only for just cause. This requirement shall not apply to probationary members.

Section 50.2

At any meeting involving a bargaining unit member, when the purpose of said meeting is for disciplinary reasons, that member shall be allowed to have a Union representative present during the meeting. The Union shall provide the Chief a list of designated Union representatives within thirty (30) days after this Agreement becomes effective.

Section 50.3

When a meeting is in progress with a bargaining unit member and the purpose of the meeting is investigation (e.g. investigating complaints, etc.) and the meeting may result in disciplinary action, the meeting shall be halted and the member shall be allowed Union representation before the meeting continues.

Section 50.4

No member may be coerced or influenced in any way dissuaded to not have Union representation present at any disciplinary investigation or hearing.

ARTICLE 51 - GRIEVANCE PROCEDURE

Section 51.1 – Grievance Policy

The City of Lancaster and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.

Section 51.2 – Grievance Defined

A grievance is a written claim or dispute based upon the interpretation, meaning or application of any of the provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action.

Section 51.3 – Disciplinary Action Defined

For purposes of this Agreement, disciplinary action is any reduction in pay or position, removal, suspension, disciplinary transfer or written reprimand.

Section 51.4 - Qualifications

A grievance may be initiated by the Union or an aggrieved bargaining unit member.

Section 51.5 – Establishment of Grievance Representatives

The Union may designate not more than seven (7) grievance representatives. The bargaining committee chairman may be the grievance chairman. The Union shall notify the Fire Chief in writing of the names of the grievance representatives, and the grievance chairman, within thirty (30) days of their appointment.

Section 51.6 - Duties of the Grievance Chairman

The authorized functions of the grievance chairman, and a named alternate who shall serve as grievance chairman in the absence or unavailability of the grievance chairman, shall include the following:

A. Representing the member in investigating and processing grievances beginning at Step Two of this procedure.

B. Replacing a grievance representative who is absent or unavailable.

C. General supervision and coordination of grievances in process on behalf of the Union, and of Grievance Representatives.

D. Act as liaison between the Employer's representatives and the Union, on matters concerning grievances and this procedure.

The grievance chairman shall be released from his normal duties, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The grievance chairman shall be allowed reasonable necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisor and shall notify his supervisor twenty-four (24) hours in advance of such assignments.

Section 51.7 - Grievance Procedure

Step 1 Immediate Supervisor.

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) of the member's working days following the events or circumstances giving rise to the grievance, having occurred within ten (10) working days of when the events or circumstances should have been known by the member grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the ten (10) working day limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded in writing. A grievance representative may accompany the grievant should the latter request his attendance. If the member is not satisfied with the oral response from his immediate supervisor, which shall be given within three(3) working days of the submission of the grievance, at this Step, he may pursue the formal steps which

to follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the grievance chairman, grievance shift chairman or appropriate alternate. Immediate supervisors may consult with their respective shift commanders when responding to Step 1.

Step 2 Fire Chief.

A. Should the member-grievant not be satisfied with the answer in Step 1, within ten (10) of his working days thereafter, he may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, containing the written response at the prior Step and any other pertinent documents, to the office of the Fire Chief. The Chief shall date the Form, accurately showing the date his office received the Form.

B. Within ten (10) of his working days of his receipt of the Grievance Form, the Chief or his designated representative fir this purpose shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman. The grievance chairman may bring with him to the meeting the member-grievant and appropriate grievance representative. The Chief may bring any appropriate witnesses.

C. In the meeting called for at this Step, the Chief or his representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereto.

D. Within ten (10) of his working days of the meeting in this Step, the Chief shall submit to the grievance chairman his written response to the grievance.

Step 3 Service-Safety Director

A. Should the member-grievant not be satisfied with the answer in Step 2, within two (2) calendar weeks he may appeal the grievance to Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Service-Safety Director. The Service-Safety Director shall date the Form, accurately showing the date his office received the form.

B. Within five (5) of his working days of his receipt of the Grievance Form, the Service-Safety Director shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman. The grievance chairman may bring with him to the meeting the member-grievant and the appropriate grievance representative. The Service-Safety Director may bring any appropriate witnesses.

C. In the meeting called for at this Step, the Service-Safety Director shall hear a full explanation of the grievance and the material facts relating thereto.

D. Within ten (10) of his working days of the meeting of this Step, the Service-Safety Director shall submit to the grievance chairman his written response to the grievance.

Step 4 Arbitration

A. If the member-grievant is not satisfied with the answer in Step 3, within forty-five (45) calendar days, thereafter the Union may appeal to arbitration by serving a notice of intent on the Employer.

B. Within ten (10) days of receipt of intent to file under the grievance arbitration procedure, the Employer and the Union shall by joint letter, request that the Federal mediation and Conciliation Service submit a panel of seven (7) names to the Union and the Employer from which a single arbitrator shall be selected. Upon the receipt of that panel, the parties will meet within five (5) working days to select the arbitrator by alternately striking names from such panel until one (1) name remains, that person to be appointed as arbitrator for purposes of the specific grievance involved. The first party to strike a name in the selection process shall be determined by a flip of a coin. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union and the availability of the Arbitrator.

C. The parties may be represented by their representatives or legal counsel. Any witnesses that are necessary may attend the arbitrator's hearing. Such representatives as are permitted in 48.10 below of this Article may also attend this hearing.

D. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the Employer and the Union shall share equally in the cost of the arbitrator.

E. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and to the terms of the agreement.

Section 51.8 - Time Off for Presenting Grievances

A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld.

Grievants and grievance representatives shall not receive overtime pay to engage in grievance activities provided herein; however, grievance meetings at Step 2 shall be held at hours reasonably related to the grievant's shift, preferably during, or immediately before or after, his work hours.

Section 51.9 - Time Limits

It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the Employer's designated representative may mutually agree, at any Step, to short time extensions for the Employer's answer, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where response is not forthcoming within the specified time limits, presume the grievance to have been granted by the Employer in full, and the Employer shall immediately implement the requested remedy. Should the member-grievant or Union fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the Employer and that decision will be final.

Section 51.10 - Representatives in Meetings

In each Step of the grievance procedure outlined in Section 50.7, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representatives or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

Section 51.11 - Grievance Form

The Employer and the Union shall develop a Grievance Form. Such forms will be supplied by the Employer. The Grievance Form will be made available to the grievance representatives. The Grievance Form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the Form shall be dated.

Section 51.12 - Working Days

For the purpose of counting time "working days" as used in this Agreement, will not include scheduled days off, approved leaves or holidays.

Section 51.13 - Class Grievances

Class grievances may be initiated by the Union at Step 2 of the grievance procedure, subject to the time limits for initiating a grievance contained in Step 1.

Section 51.14 - Exclusivity

This grievance procedure shall be the exclusive method of resolving grievances.

ARTICLE 52 - PRINTING AND SUPPLYING AGREEMENT

This Agreement and any future Agreement shall be printed and supplied to each employee by the Employer within fifteen (15) working days. Cost to be shared equally by the Employer and Local No. 291.

ARTICLE 53 - SAVINGS CLAUSE

If any provision of this Agreement, or its application is held to be legal by any court of competent jurisdiction, or changed by any existing or subsequently enacted State or Federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall meet to negotiate over the changes which affected the provision in the Contract.

ARTICLE 54 - RIGHTS AND WORK RULES

The Chief shall promulgate reasonable work rules. Work rules shall not violate the terms of this Agreement. The Chief shall not selectively enforce work rules against individual employees. The Chief shall consult with the Union over work rules, but his decision shall be final.

ARTICLE 55 - SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer of assignment of either party hereto, or by any change geographically or otherwise in the location of place of business of either party.

ARTICLE 56 - AMENDMENTS

This Agreement my be amended at any time by mutual written consent of the Mayor or designee and the Union President, without in any way affecting any of the other provisions of this Agreement.

ARTICLE 57 - POLITICAL ACTIVITY

One exception to the political activity proscription under O.R.C. § 124.57 is made between the parties. Firefighters will be allowed to become members of the Fairfield Central Committee for either the Republican or Democratic Party. This activity is allowed only if it does not interfere with an employee's fire fighting duty or if it does not incur any expense upon the City or Fire Department. Employees participating on this Central Committee are to express their own views on matters, and shall not represent themselves as voicing an opinion on behalf of the City or the Fire Department.

ARTICLE 58 - PREVAILING RIGHTS

This Agreement governs the wages, hours and terms and conditions of public employment covered by this Agreement. All rights, privileges, terms and conditions of employment and all other benefits enjoyed by the employees at the time of the execution of this Agreement which are not included in or changed by this Agreement shall remain in full force and effect, unchanged and unaffected in any manner, during

the term of the Agreement unless changed by mutual written consent. Where this Agreement makes no specification about a matter, the parties are subject to all applicable state or local laws or ordinances pertaining to the wages, hours and terms and conditions of employment in that matter.

ARTICLE 59 - WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respects to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.

Therefore, the Employer and I.A.F.F., for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to, or covered in this Agreement, or with the respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 60 - DRUG TESTING

The Lancaster Fire Department Drug And Alcohol Testing Policy And Procedures Dated August of 2001 hereby establishes the rules for Drug/Alcohol testing. This Policy may only be modified by agreement of both the City of Lancaster and IAFF Local 291.

ARTICLE 61 - REASONABLE ACCOMMODATION

If a disabled employee requests a reasonable accommodation that would affect an express term and condition of this Agreement, the parties shall meet and confer about an appropriate reasonable accommodation. The City retains the right to ultimately make the reasonable accommodation, even if the reasonable accommodation varies the express terms of the Agreement. The City's implementation of the reasonable accommodation is final. No current bargaining unit employee shall suffer a reduction in regular pay as a result of accommodating a disabled employee.

ARTICLE 62 - DURATION OF AGREEMENT

This contract shall be effective January 30, 2012, and shall remain in full force and effective until December 31, 2014.

IN WITNESS WHEREOF, the parties have hereunder set their hands this 27th day of January, 2012.

CITY OF LANCASTER

By: _____
David Smith, Mayor

By: _____
Michael Courtney, Service-Safety Dir.

By: _____
Terre Vandervoort, Law Director

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #291

By: _____
IAFF Local #291 President

By: _____
Wage Committee Chairman

By: _____
Wage Committee Member

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ATTACHMENT A

MEDICAL BENEFITS SCHEDULE

PLAN B

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Note: The maximums listed below are the total for Network and Non-Network expenses. For example, if a maximum of 60 days is listed twice under a service, the Calendar Year maximum is 60 days total which may be split between Network and Non-Network providers.		
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	$250	$500
Per Family Unit	$500	$1,000
The Network Deductible amounts will be combined with the Non-Network Deductible amounts.		
The Calendar Year deductible is waived for the following Covered Charges: - Preventive Care - Network services with a Copayment		
COPAYMENTS		
Physician visits	$25	$50
Urgent Care	$50	$75
Emergency room	$100	$100
The Emergency room copayment is waived if the patient is admitted to the Hospital on an emergency basis. The utilization review administrator, ACMS must be notified at (877) 304-0761 within 48 hours (or 2 business days) of the admission, even if the patient is discharged within 48 hours (or 2 business days) of the admission.		
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR		
Per Covered Person	$2,500	$5,000
Per Family Unit	$5,000	$10,000
The Network Out-of-Pocket amounts will be combined with the Non-Network Out-of-Pocket amounts.		
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Calendar Year unless stated otherwise.		
The following charges do not apply toward the out-of-pocket maximum: Deductible(s) Non-Precertification penalties Copayments Amounts over Usual and Reasonable Charges Charges for Prescription Drugs obtained under the Prescription Drug Benefits section		
COVERED CHARGES		
Inpatient Hospital Services		
Room, Board, and Miscellaneous Expenses	80% after deductible	60% after deductible
Intensive Care Unit	80% after deductible	60% after deductible
Outpatient Hospital Services		
Surgical Facilities	80% after deductible	60% after deductible
Other Outpatient Services	80% after deductible	60% after deductible
Emergency Room Visit (including related charges)	100% after copayment	Paid Same As Network

	NETWORK PROVIDERS	NON-NETWORK PROVIDERS
Urgent Care Facility	100% after copayment	60% after deductible and copayment
Skilled Nursing Facility	80% after deductible 31 day Calendar Year maximum	60% after deductible 31 day Calendar Year maximum
Physician Services		
Inpatient visits	80% after deductible	60% after deductible
Office visits (including related charges billed by the Physician)	100% after copayment	60% after deductible and after copayment
Surgery	80% after deductible	60% after deductible
Anesthesia	80% after deductible	Paid Same As Network
Diagnostic Testing (X-ray & Lab)	80% after deductible	60% after deductible
Independent Laboratory expenses	80% after deductible	Paid Same As Network
Radiology/pathology interpretation	80% after deductible	Paid Same As Network
Home Health Care	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible 31 day Calendar Year maximum	60% after deductible 31 day Calendar Year maximum
Hospice Care	80% after deductible	Paid Same As Network
Bereavement Counseling	2 visit Lifetime maximum	2 visit Lifetime maximum
Ambulance Service	80% after deductible	Paid Same As Network
Wig After Chemotherapy	80% after deductible $400 Lifetime maximum	60% after deductible $400 Lifetime maximum
Physical Therapy/ Occupational Therapy	80% after deductible Visits in excess of 15 per Calendar Year must be precertified	60% after deductible Visits in excess of 15 per Calendar Year must be precertified
Spinal Manipulation/ Chiropractic	80% after deductible 20 visit Calendar Year maximum	60% after deductible 20 visit Calendar Year maximum
Mental Disorders/Substance Abuse	Paid based on the type of service(s) received.	
Preventive Care		
Routine Well Care	100%	100%
Including, but not limited to: office visits, pap smear, mammogram, prostate screening, gynecological exam, routine physical examination, x-rays, laboratory tests, immunizations/flu shots, colonoscopies, bone density scans, stress tests, sigmoidoscopies, Routine Well Child Care, and preventive services as required by law.		
Organ Transplants	Paid based on the type of service(s) received.	
Other Medical Services and Supplies	80% after deductible	60% after deductible

PRESCRIPTION DRUG BENEFIT SCHEDULE
For PLAN B

PRESCRIPTION DRUG BENEFIT	
	COPAYMENT
Pharmacy Option (30 Day Supply + 1 refill)	
Generic Drugs	$10 copayment
Formulary Brand Name Drugs	$30 copayment
Non-Formulary Brand Name Drugs	$60 copayment
Injectables	$100 copayment, not to exceed $1,200 Per Calendar Year
Mail Order Option (90 Day Supply)	
Generic Drugs	$20 copayment
Formulary Brand Name Drugs	$60 copayment
Non-Formulary Brand Name Drugs	$120 copayment
Refer to the Prescription Drug Section for details on the Prescription Drug benefit.	

NOTE: Prescription Drug expenses under the Prescription Drug Program do not apply to the Calendar Year Deductible or to the Maximum Out-of-Pocket Amount under the Medical Benefits section of this Plan.