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AGREEMENT BETWEEN THE

CITY OF GREEN

AND THE

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME)
LOCAL NO. 2714 – DISPATCHERS**

CASE # 2012-MED-12-1439

Effective April 16, 2013

through

April 15, 2016

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is entered into by and between the City of Green, Summit County, Ohio (hereinafter “City,” “Green,” and/or “Employer”), and Local No. 2714, and Ohio Council 8, both of the American Federation of State, County, and Municipal Employees (“AFSCME”), AFL-CIO, (hereinafter “Union”).

Section 2. Purpose. The City and the Union hereby enter into this Agreement for the purpose of complying with the requirements of Chapter 4117 of the Ohio Revised Code and setting forth the full and complete understanding and Collective Bargaining Agreement between the parties pertaining to wages, hours and terms and conditions of employment for full-time and regular part-time dispatchers employed by the City.

Section 3. It is recognized that the City is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient City operations and harmonious relations. It is the purpose of this Agreement to enhance the efficient operation of the City and to maximize the services its various departments and divisions provide for the residents of the City.

Section 4. This Labor Agreement is a living document that outlines rules and regulations, however, is subject to modification during the life of this Agreement should the parties mutually agree to develop and implement a Memorandum of Agreement regarding such modification.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive Representative and Bargaining Agent with respect to all matters pertaining to wages, hours and all other terms and conditions of employment in the following appropriate unit:

Included: All full-time and regular part-time dispatchers and employed by the City of Green.

Excluded: All management level, supervisory, and confidential employees as defined in the Act, all seasonal and casual employees as defined by the Board, and all other employees of the City of Green.

ARTICLE 2 APPLICATION OF CIVIL SERVICE LAW

Section 1. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Green nor Rules and Regulations of the Civil Service Commission of the City of Green, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 2. Notwithstanding the above, Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 3. The provisions set forth in this Collective Bargaining Agreement relating to terms and conditions of employment, including but not limited to hiring, promotions, layoff, recall, discipline, and/or termination supersede all provisions established by the City or its Civil Service Commission. Without limiting the specific preemption above, it is also the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of bargaining unit members as set forth below:

<u>Contract Article</u>	<u>Statute/Regulation Preempted (All Statutory References include Corresponding OAC Sections)</u>
Article 10, Grievance Procedure	ORC 124.34; ORC 2506.01-2506.04
Article 11, Seniority	ORC 124.321-124.328; ORC 9.44
Article 12, Probationary Periods	ORC 124.27
Article 13, Layoff & Recall	ORC 124.321-124.328
Article 14, Hours of Work	ORC 4111.03; 124.18
Article 21, Vacation Leave	ORC 9.44; ORC 124.13
Article 22, Holiday Leave	ORC 124.18; ORC 325.19
Article 23, Sick Leave	ORC 124.38; ORC 124.39
Article 36, Discipline	ORC 124.34

Section 4. Exclusive Remedy. Employees covered by this Agreement having a dispute with the City relating to the aforesaid terms and conditions of employment must pursue the provisions of this Agreement as their sole and exclusive remedy.

ARTICLE 3
NEW/EXISTING JOB DESCRIPTIONS/CLASSIFICATIONS

Section 1. Job Descriptions/Classifications. The Union recognizes and acknowledges the Employer's right to establish new and adjust existing job descriptions and classifications.

Section 2. Whenever the Employer creates a new job classification or substantially restructures/redefines an existing one, it shall notify the Union of such action. Such notification shall state the job classification title, whether or not the classification is to be included/excluded from the bargaining unit, a description of the duties for such classification, and the initial wage rate/schedule for such classification.

Section 3. Should the parties agree that the new or restructured job classification is to be included in the bargaining unit; both the Employer and the Union shall file a joint petition to amend the bargaining unit with the State Employment Relations Board (SERB). If applicable, the Union shall have the right, within thirty (30) calendar days from receipt of notice from the Employer, to file a notice to negotiate concerning the initial wage rate/schedule established by the Employer.

Section 4. Should the parties disagree on the inclusion/exclusion of the new or restructured classification in the bargaining unit, the Union or Employer may petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB). If SERB determines that the new or existing classification is to be included in the bargaining unit, the Union may file a

notice to negotiate concerning the initial wage rate or schedule established by the Employer within thirty (30) calendar days of that determination.

Section 5. If negotiations are initiated and the parties are unable to reach agreement, the issue may be submitted to SERB for resolution in accordance with R.C. 4117.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. The Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which govern the function and programs of the City; standards of services; its overall budget; utilization of technology; and its organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of its governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force and determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the workforce;
- I. Take actions to carry out the mission of the City as a governmental unit;
- J. Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- K. Determine the necessity to schedule overtime and the amount required thereof.

Section 2. Failure of the Employer to exercise rights herein reserved to it or exercise them in a particular way shall not be deemed a waiver of said right or of the City's right to exercise said rights in some other manner.

ARTICLE 5
WORK RULES

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

Section 2. New or revised work rules, regulations, policies or procedures shall not take effect for five (5) work days unless said rule(s) is implemented to eliminate or prevent an immediate or potential safety hazard. Work rules, regulations, policies or procedures addressing an immediate or potential safety hazard may become effective immediately upon notification to the dispatcher(s). The Union shall be given an opportunity to meet and discuss such rule(s) should it so desire.

Section 3. The grievance procedure shall be available if the rules, regulations, policies, or procedures are in violation of the labor agreement or applied in a discriminatory manner.

Section 4. Any new or revised work rules, regulations, policies, or procedures shall be copied to the dispatcher Union steward fifteen (15) work days prior to the date of implementation and posted at least five (5) work days prior to the date of implementation in the Dispatch Center.

ARTICLE 6
UNION DUES DEDUCTION/FAIR SHARE

Section 1. Dues Deduction. The Employer agrees to deduct union dues, initiation fees, and assessments from the pay of dispatchers within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check-off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

Section 2. Deductions will be made from the pay of dispatchers each month. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the dispatcher is current.

Section 3. The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the dispatcher who signed the authorization or upon his/her transfer to a job with the Employer not covered by this Agreement, or upon his/her layoff from work or upon his/her absence due to an unpaid approved leave. Such deduction shall be resumed if a dispatcher who is on layoff status is recalled, or a dispatcher who is on an approved unpaid leave of absence returns to work, or a dispatcher transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which a dispatcher has been transferred becomes covered by this Agreement.

Section 4. Deduction Submission. Deductions provided in this article shall be transmitted to the Controller of Ohio Council 8 no later than the tenth (10th) day following the pay dues is deducted. The Employer will furnish together with its check for union dues an alphabetical list by job classification of all dispatchers whose dues have been deducted showing the deductions and the dispatchers' social security number. A copy shall be submitted to the Ohio Council 8 Akron Regional office and the Local union at the same time.

Section 5. Fair Share Fee. Effective the sixty-first (61st) day from the date of hire, all dispatchers who are not members in good standing of the Union shall pay a fair share fee to the Union. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and dispatchers, who are not members of the Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those dispatchers paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section 4 of this article.

Section 6. Fair Share Fee Deduction Procedure. The assessment and collection of all fair share fees including, but not limited to, automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C). The fair share fee amount shall be certified to the Employer by the Union and shall be calculated in accordance with Ohio Revised Code section 4117.09(C). The deduction of the fair share fee from any earnings of the dispatcher shall be automatic and does not require a written authorization for payroll deduction and shall not exceed the amount of Union dues.

The Employer's responsibility to deduct such fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this article. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has in place a fair share fee notice and rebate procedure that complies with state and federal law.

Section 7. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues or fair share fees (agency fees). The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings arising from deductions made by the Employer pursuant to this article.

ARTICLE 7 **NO STRIKE/NO LOCKOUT**

Section 1. It is expressly recognized by the Union that any strike by a dispatcher is in violation of Section 4117 of the Ohio Revised Code. It is understood and agreed that the services performed by dispatchers, included in this Agreement, are essential to the public's health, safety and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action during any time which will interrupt or interfere with the operation of the City. No dispatcher shall cause or take part in any strike, work stoppage, slow down or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this section, the Union agrees to take affirmative steps with the dispatchers concerned, such as letters, bulletins, telegrams, or employee meetings, to bring about an immediate resumption of normal work.

Section 2. Any violation of Section 1 of this Agreement shall be automatic and sufficient grounds for disciplinary action, up to and including discharge.

Section 3. During the term of this Agreement, the City agrees that it will not lock out dispatchers, nor will it do anything to provoke interruptions or prevent such continuity of performance by said dispatchers insofar as such performance is required in the normal and usual operation of services of the City.

ARTICLE 8
BARGAINING UNIT WORK

Section 1. Except as specifically restricted by this article, the Employer has and retains the right to determine the personnel by which operations are to be conducted pursuant to Article 4, Management Rights.

Section 2. Supervisory/Management Personnel. Generally, supervisory or management employees excluded from this Agreement will not be assigned or scheduled to perform bargaining unit work where such assignment or schedule results in the reduction of regularly scheduled or scheduled overtime hours available for bargaining unit employees.

Section 3. Usage of Supervisory/Management Personnel. The usage of supervisory/management personnel will usually be limited to emergencies when regular employees are not immediately available, instruction or training of employees, analysis of problems, getting the feel of equipment and the like. Such work will normally be of a relatively short duration, occasional rather than on a usual basis, the exception rather than the rule and not intended to reduce regularly scheduled or scheduled overtime bargaining unit hours of work.

ARTICLE 9
NON-DISCRIMINATION

Section 1. The parties agree not to discriminate against any dispatcher or applicant for employment as a dispatcher because of age, race, sex, color, creed, national origin, ancestry, genetic history, disability or military status.

Section 2. Union/Non-Union Affiliation. The parties recognize the right of all dispatchers to be free to become a Union member and to participate in Union activities and to refrain from such membership or activity. The parties agree that there shall be no discrimination, interference, restraint, coercion or reprisal against any dispatcher because of union or non-union affiliation or because of an employee engaging or refraining from activity on behalf of the Union.

Section 3. Gender Neutral. Whenever the male pronoun or adjective is used herein, the female is also intended unless otherwise indicated.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Section 2. Grievance Contents. The written grievance shall be submitted on the grievance form provided by the Union and shall contain the following information:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of the employee's immediate supervisor;
4. Date and time of the incident giving rise to the grievance;

5. Date and Signature of the grievant and the Union Steward;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific articles and sections of the agreement violated;
8. A brief statement of the facts involved in the grievance; and
9. The remedy requested to resolve the grievance.

Section 3. Procedure. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. If initiated, each grievance shall be processed in the following manner:

Step 1. Fire Chief/Designee. Within five (5) working days of the dispute giving rise to the grievance, the Grievant shall reduce his grievance to writing and file it with the Fire Chief/designee. The grievance must be filed on a grievance form setting forth the details of the grievance as required by Section 2 and be dated and signed by the employee and Union representative. A grievance identification will be assigned by the Human Resources Department. The Fire Chief/designee, within five (5) working days after the grievance is filed at Step 1, will schedule a meeting to discuss and evaluate the grievance or provide a written response to the aggrieved employee. If a meeting is held, the Fire Chief/designee will provide a written answer to the aggrieved dispatcher within five (5) working days after such meeting.

Step 2. Mayor/Designee. If the grievance is not satisfactorily settled at Step 1, the grievant shall, within five (5) working days after receipt of the Step 1 answer or a default rejection based on non-response within the Step 1 timeline, appeal in writing to the Mayor. The appeal shall be dated and signed by the employee and Union representative and shall include all of the initial paperwork or other grievance documents filed at the preceding step(s). The Mayor and/or his designee shall, within five (5) working days of receipt of appeal, schedule a meeting to discuss and evaluate the grievance or deny the grievance. If a meeting is held, the Mayor/ designee will give his answer to the Local Union President in writing with a copy to the aggrieved dispatcher within five (5) working days after such conference. The Ohio Council 8 Regional Director or members of the Regional Director's staff may attend any Step 2 meeting. A copy of the answer shall also be submitted to Ohio Council 8 within five (5) days after such Step 2 meeting.

Step 3. Arbitration. If the grievance is not satisfactorily settled at Step 2, it may be submitted for arbitration upon request of the Union in accordance with Section 6 of this article.

- A. A policy grievance which affects all or a substantial group of dispatchers and arising from the same event or set of facts may initially be presented by the Union itself at Step 2 of the Grievance Procedure, subject to the applicable time limitations as if filed at Step 1. All affected employees shall be listed on the grievance form.
- B. Grievances involving the discharge of a dispatcher, or any other running back-pay liability case, may be brought initially to Step 2 of the Grievance Procedure, subject to the applicable time limitations as if were filed at Step 1.

Section 4. Time Limits. The time limits provided for in this article may be extended by mutual agreement of the City and the Union. "Working days" as used in this article shall not include Saturdays, Sundays or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure to provide a timely answer under any step of the grievance procedure shall be considered to be a response in the negative to the grievance and the grievant may advance the grievance to the next step in

accordance with the applicable time limitations. Any failure by the Union to provide timely notice of intent to arbitrate a grievance or timely request for an arbitration panel under Section 6 shall result in the grievance being resolved on the basis of the Employer's last response or default rejection as may be applicable. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated timelines. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the City, the Union and the employees, but subject to appeal as provided in the Ohio Revised Code. The Union shall have the right to withdraw any grievances from the Grievance Procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

Section 5. Mediation. Should any grievances not be settled satisfactorily at the Second Step, the parties may, by mutual agreement, agree to attempt resolution of the issue through mediation. In such event, the parties will mutually agree upon a named mediator who will conduct the hearing using as guidelines current FMCS rules regarding mediation unless mutually agreed by the parties to apply a variation of those guidelines. Payment for time lost from normal working hours to participate as witnesses will be made by the City in the event the grievance is resolved through this mediation process.

Section 6. Request to Arbitrate. Should any grievance not be settled satisfactorily at Step 2, the Union may, within forty-five (45) calendar days of receipt of the Step 2 answer, submit a request for arbitration to the City and at the same time submit a joint request for an arbitration panel of nine (9) Ohio Resident, National Academy Certified Arbitrators to the Federal Mediation and Conciliation Services. The City shall be furnished a copy of the arbitration panel request. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject a list and submit a request for another list. The party requesting the list shall be responsible for the cost of obtaining the list.

Section 7. Authority of the Arbitrator. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific written provisions of this Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him, or to submit observations or declarations or opinions which are not directly essential in reaching a determination. The arbitrator shall render a written decision to the parties within thirty (30) days of the close of the hearing.

The arbitrator shall be without authority to recommend any relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement prior to the date the grievance was discussed in the initial step of the grievance procedure. In the case of disciplinary action, suspension, reduction, or discharge, the arbitrator shall have the authority to make his award effective back to the date of the discipline.

Section 8. Arbitrability. The question of substantive arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral or beyond the arbitrator's scope of authority or jurisdiction. If the arbitrator determines the grievance is within the purview of substantive arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. An arbitrator is without authority to render any decision involving a grievance or request for arbitration that does not conform to the parties' negotiated time limits.

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

Section 10. Employee Witnesses. Dispatcher witnesses who are principals to the grievance shall not lose pay for time spent in arbitration proceedings if same occurs during the dispatcher's regular scheduled working hours, provided the Union's position is sustained by the arbitrator. Should an employee witness be subpoenaed by the arbitrator, he/she shall not lose pay for time required to be spent in the arbitration proceedings during his/her normal work shift.

Section 11. Exclusive Remedy. It is expressly agreed that the grievance/arbitration provisions of this Agreement are the exclusive remedy for resolution of bargaining unit member employment-related matters and are substitute for any and all statutory, law or administrative remedies.

Section 12. When a need arises for a dispatch Union official (steward) to investigate an issue, discuss or conduct Union business with on-duty dispatcher(s), he/she will be required to obtain prior approval from the Fire Chief and make arrangements for his/her presence in the dispatch center, and/or administrative office area of the fire station, when said business is likely to disrupt or interfere with the normal operation of the dispatch center.

ARTICLE 11 **SENIORITY**

Section 1. Definitions.

- A. **Total Seniority.** Total seniority is a dispatcher's uninterrupted length of continuous full-time service with the City, including any approved leaves of absence.
- B. **Bargaining Unit Seniority.** Bargaining unit seniority is a dispatcher's uninterrupted length of continuous service with the City, including any approved leaves of absence, within the Dispatch Bargaining Unit. Individuals who are employed in classifications outside the bargaining unit, who become employed in bargaining unit covered classifications, shall be considered as a new employee for purposes of bargaining unit seniority under the provisions of this Agreement.

Newly hired probationary dispatchers who have completed their probationary period shall be entered on the bargaining unit seniority list, retroactive to date of hire. In the event two (2) or more dispatchers are hired on the same day, at the same status, bargaining unit seniority shall be determined on the basis of the alphabetical order of the dispatcher's last name. Full-time status employees shall have bargaining unit seniority over part-time employees when initial hire date is the same.

Section 2. Seniority List. The City shall post a copy of the seniority list showing the seniority of each dispatcher listed on the City's bulletin board. The seniority list shall be reviewed or updated no less than once per contract year, with copies furnished to the Union at such time.

Section 3. Loss of Seniority. A dispatcher shall lose all seniority rights for any one or more of the following reasons:

- A. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he/she is entitled at the time of his/her retirement);
- B. Voluntary resignation;
- C. Discharge for cause;
- D. Is laid off, or otherwise fails to perform any bargaining unit work for a period of forty-eight (48) or more consecutive months;
- E. Failure to report to work as scheduled after the expiration of a leave of absence or a layoff.

Section 4. Transfer to Non-Bargaining Unit Position. Any dispatcher who is promoted or transferred to a job outside the bargaining unit shall retain his bargaining unit seniority as is provided in this Agreement, but not accumulate additional bargaining unit seniority after the date of said promotion or transfer. If the City, through a promotion or demotion, returns a dispatcher to a job within the bargaining unit, such dispatcher will be restored to the seniority list with seniority determined according to this section.

ARTICLE 12 **PROBATIONARY PERIODS**

Section 1. New Hire Probationary Period. Every newly hired dispatcher will be required to successfully complete a probationary period. The probationary period for new dispatchers shall begin on the first day for which the dispatcher earns compensation from the City and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary dispatcher may be terminated any time during this probationary period and shall have no appeal over such removal.

Section 2. Promotional Probationary Period. A newly promoted dispatcher will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted dispatcher shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted dispatcher shall be given reasonable help and supervision. If the dispatcher fails to qualify, the dispatcher shall be permitted to return to the position from which the dispatcher came. A decision by the City to remove a promoted dispatcher during the probationary period shall be grievable.

Section 3. Change of Status Notification. On a quarterly basis, the City will furnish the Union with copies of any change of status forms involving members of the bargaining unit.

Section 4. Extension of Probation. Probationary time limits indicated above may be extended by mutual agreement on a case-by-case basis. Any extensions agreed to must be in writing and signed by all parties to the agreement.

ARTICLE 13 **LAYOFF & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Green Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that there exists a lack of work, lack of funds, or that reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. If possible, the Employer will provide fourteen (14) days advance notice of a layoff to those employees affected by the layoff. Any such notice shall be provided simultaneously to the Union. Such notice shall contain the effective date of layoff and reason for layoff. Upon the request of the Union, the Employer agrees to discuss the impact of the reduction on bargaining unit employees and/or alternatives to layoff.

Section 3. Procedure. The Employer shall determine the applicable division, classification, and status of where the initial reduction (i.e., layoff or job abolishment) is to occur by initially designating the specific area of reduction from the following:

- A. Temporary, casual, or seasonal employees within the Division and classification;
- B. Newly hired probationary employees within the Division and classification;
- C. Part-time employees within the Division and classification;
- D. Full-time employees, starting with the employee with the least bargaining unit seniority, within the Division and classification affected.

Section 4. Bumping Rights. An employee subject to layoff or abolishment may elect to exercise his bargaining unit seniority to: (1) first, bump an employee with less seniority in the same classification/status; (2) next, bump into a lower classification/status within the same classification series; (3) lastly, bump into a seasonal, temporary, or part-time position within the same classification or lower classification within the same classification series, maintained by the City during a layoff in order to avoid layoff, if any such position exists. However, the employee will receive the rate of pay and benefit entitlements, if any, which inure to the position.

Section 5. Election of Bumping Rights. Employees shall have two (2) working days from receipt of notice of layoff to inform the City, in writing, of their selection under Section 4. The City will approve or deny this option within two (2) days.

Section 6. Layoff Effective Date. In the event of layoff, such layoff shall not occur until after all bump and layoff options have been exercised and completed.

Section 7. Vacancy Notification During Layoff. An employee on layoff shall be notified of openings in classifications other than that which he held at the time of his layoff while such employee is on layoff. A laid off employee shall have the right to submit a bid for such position pursuant to the terms of this Agreement. The City will not hire new employees into classifications from which employees are on layoff prior to recalling laid off employees.

Section 8. Recall Rights. Recall of employees on layoff status shall be in the reverse order of layoff. Notification of recall shall be first by telephone (to be confirmed the same day by certified mail). An employee shall have recall rights for four (4) years from the date of layoff. When the Employer determines that it wishes to recall laid off members of the bargaining unit, it shall recall from that list in reverse order in which the member was laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights.

Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

Section 9. Notice/Procedure for Subcontracting Reductions. The Employer agrees that work normally performed by bargaining unit-covered dispatchers shall not be contracted and/or subcontracted to any outside sources, if such subcontract will result in the layoff of bargaining unit dispatchers without the City first providing the Union with no less than sixty (60) days written notice of the intended subcontract and an opportunity for the Union to negotiate with the City the decision and effects of such subcontracting decision. The City has no present intent to subcontract bargaining unit work which will result in the layoff of bargaining unit dispatchers during the term of this Agreement.

ARTICLE 14 **HOURS OF WORK**

Section 1. Shift(s)/Break(s). Full-time dispatchers and shift leaders will normally be assigned to work a five (5) consecutive day, forty (40) hour work week. Shift times are determined by the Employer, subject to its operational needs. Current shift hours for full-time dispatchers are from 8:00 a.m. to 4:00 p.m. (first shift), from 4:00 p.m. to 12:00 a.m. (second shift), and from 12:00 a.m. to 8:00 a.m. (third shift). Additional shifts may be added as determined by the Fire Chief. In the event the Employer determines different shift times are more appropriate to its operations, the Employer shall provide the Union sixty (60) days advance notice of the shift time changes. During this time the Employer will meet to discuss the changes and permit employees to re-bid their shifts.

- A. Dispatchers shall be entitled to reasonable personal break times and a one-half (1/2) hour paid lunch period during their shift.
- B. Dispatchers are expected to remain on the premises and immediately available to perform services during breaks and/or lunch period.
- C. The starting/stopping times for the breaks and lunch period shall remain flexible and will be taken when possible to do so without adversely impacting the operation of the Dispatch Center, as designated by the shift leader.

Section 2. Trading Shifts. Upon approval by the Fire Chief or his designee, if a full-time dispatcher is denied the use of accrued leave, he may exchange days, or hours of work, with another dispatcher.

Section 3. Compensatory Time Use. Full-time dispatchers may opt to receive compensatory time off in lieu of overtime pay. Compensatory time is earned at the rate of one and one-half (1 1/2) hours of straight time for every hour of overtime over forty (40) hours per week worked at the option of the employee involved.

- A. Full-time dispatchers will be permitted to accumulate a maximum of one hundred twenty (120) hours of compensatory time in any calendar year. All compensatory time must either be used during the year in which it was earned, or sold back to the City. In the event that the dispatcher has any accumulated hours of compensatory time on the books at the end of the year, the City will buy back the remaining hours.
- B. Dispatchers shall indicate if they wish to receive compensatory time in lieu of overtime pay at the time the overtime was earned and cannot change said request after the overtime has been submitted.
- C. **Requests.** All requests to utilize compensatory time off may be required to be submitted to the Fire Chief at least two (2) days prior to the time being requested off. Where the use of accumulated time off has been denied because of staffing levels, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested accumulated time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's A/T balance or the employee may withdraw the A/T request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for A/T under the Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all its rights to manage the administration of compensatory time under federal law.
- D. Compensatory time off may be taken in increments of one (1) hour.

Section 4. Overtime and Call-back. Dispatchers shall receive time and one-half (1 1/2) their base rate of pay for each hour worked in excess of forty (40) hours per week.

- A. Any dispatcher required to return to work in response to an emergency alarm shall receive a minimum of one (1) hour pay at his regular overtime rate. After one (1) hour the pay shall be rounded to one-quarter (1/4) hour.
- B. Available off-duty dispatchers which are called in to work are normally required to report to work as expediently as possible upon being duly notified, and remain at work until released.
- C. The City will notify both on-duty and off-duty dispatchers of all available overtime, notwithstanding administration's right to adjust a dispatcher's schedule at any time to maintain adequate staffing levels in the Dispatch Center.
- D. Overtime will be made available at the sole discretion of the Fire Chief. To maintain

consistency in the distribution of overtime, the City will follow a rotating overtime list. Once an attempt has been made to notify dispatchers of available overtime for a shift vacancy, on-duty dispatcher(s) may be held over and/or instructed to report to work at a designated time until such overtime is filled by an off-duty dispatcher. On duty employees that are held over for assigned overtime will be required to remain at work or obtain coverage for their absence in lieu of remaining at work. Employees who refuse the overtime and fail to procure coverage will be subject to being docked two (2) hours pay for first offense; four (4) hours pay each time after that at their regular hourly rate. Such action will not be considered as discipline.

- E. Other than during emergency situations, dispatchers are normally prohibited from working more than one (1) sixteen (16) consecutive hour shift in a seven (7) day period without prior approval by the Fire Chief.
- F. Dispatchers are required, and expected, to call in a timely manner any time they are made aware that they have been assigned overtime. Once assigned overtime, the dispatcher is required to report for work at the designated time without exception. Dispatchers are prohibited from orchestrating overtime assignments to give preferential treatment to individual dispatchers.
- G. Full-time dispatchers will normally not be mandated to work when they are on an approved vacation leave or on their two (2) regularly scheduled days off before or after the leave date, when four (4) hours or more are scheduled.
- H. Dispatchers that are on an approved sick leave on the date the overtime is to be assigned will not be assigned overtime and are not eligible to work scheduled overtime.
- I. Repeated incidents of refusing to work assigned scheduled overtime will result in disciplinary action.
- J. Dispatchers that are assigned pagers by the City will be notified of overtime by page; as such, dispatchers are encouraged to carry assigned pagers with them at all times when off duty.

Section 5. Emergency Part-Time Call Back. Any part-time dispatcher required to return to work in response to an emergency alarm shall receive a minimum of one (1) hour pay at his regular overtime rate. After one (1) hour the pay shall be rounded to one-quarter (1/4) hour.

ARTICLE 15 **SHIFT SELECTION**

Section 1. The Chief or his designee shall determine which shifts are available for bid and post a schedule of available shifts for each classification on November 1 of each year. Employees shall be permitted to indicate their shift selection from the available shifts based upon seniority within each classification prior to November 14. On each shift there shall be at least one (1) full-time bargaining unit slot available for bid. Any employee who fails to make a selection shall be assigned to a shift by the Chief or his designee.

Section 2. Non-Probationary Bidding. Shift Leaders and full-time dispatchers shall have the right to separately bid for shift preference by seniority within each classification, subject to the review of the Employer, and adjustment if necessary, for its operational needs.

Section 3. Probationary Shift Assignment. Shift assignments for probationary employees will be made by the Chief or his designee. Assignments of probationary employees shall not affect the schedules of non-probationary employees.

Section 4. Part-Time Permanent Shifts. The Chief/designee shall determine whether or not to utilize part-time permanent shifts, and if utilized, which shifts are available for bid. Should the Chief/designee determine that part-time permanent shifts will be utilized and are available; the part-time dispatchers will be given the opportunity to bid these shifts by bargaining unit seniority. **The part-time shift bid will occur annually for January through June and may be rebid for July through December if requested in writing by the Union before June 1.**

Section 5. Shift Staffing. The City agrees to maintain two (2) dispatchers on each shift.

ARTICLE 16 **CALL-BACK AND REPORT-IN-PAY**

Section 1. A dispatcher who reports to work on a scheduled work day shall be provided his regular scheduled work day hours in the dispatcher's classification or in another classification for which the dispatcher qualifies. If no work is available and the City directs the dispatcher to leave work, the dispatcher shall be paid the hours he was regularly scheduled for work on that day unless the City advised him in advance not to report to work and/or the City was unable to provide work for all or part of the work day because of an act of God.

Section 2. A dispatcher who has finished his shift and left the premises shall be given at least one (1) hour's pay or one (1) hour's work at the appropriate overtime rate of pay when called back to work within the same work day.

ARTICLE 17 **JOB BIDS**

Section 1. Where there is a vacancy in an existing job within the bargaining unit, and the City determines that such vacancy should be filled, or a new job is created within the bargaining unit, employees desiring to bid on such job may do so as follows:

- A. **Notice/Posting Contents.** Notice of vacancy or new job shall be posted on all Union bulletin boards for five (5) working days from the date the job opening has been posted. Open vacancies or new jobs being posted shall indicate the classification, rate of pay, shift, department and duties of said position. The City will provide the Union with a copy of the posting and the name of the employee selected to fill the position.
- B. **Application Period.** During this five (5) day period, employees who have successfully completed their probationary period who wish to apply for a posted opening may do so by submitting a bid application. The bid application must be in writing, signed by the employee, dated and submitted to Human Resources. Forms used for this purpose shall be provided by the City.

- C. Evaluation of Applicants. The Employer will evaluate the job applicant in the following categories in descending order of importance to determine if the applicant meets the job qualifications: (1) knowledge, skills, abilities, (2) past work record, and (3) seniority. All positions will include an interview process to determine qualifications. The employee may be required by the Employer to perform a practical demonstration of his skills, abilities, and qualifications. The Employer will select the employee that it determines to be the most qualified after taking into consideration the relative skills and abilities of all bidders with respect to the requirements of the open position. Where the Employer determines the qualifications of a less senior employee to be superior, material, meaningful, and relevant, it may award the position to a less senior applicant.

Section 2. Cross Bidding.

- A. Vacancies in the bargaining unit not filled by unit members shall be made available to employees in the AFSCME Local 2714 Employee Unit.
- B. In the event that an AFSCME Local 2714 Employee Unit member is selected to fill a vacancy within this bargaining unit, there shall be no loss in total seniority for City-wide benefits.
- C. For promotional bids, pay shall be at the lowest step which provides the employee an increase in the rate of pay within the applicable classification. Where the cross-bid is a transfer to an equal or lower paid position, the employee will be placed at the step for the applicable classification closest to his current rate of pay. The employee will advance automatically through any remaining steps every twelve (12) months from the effective date of the promotion or transfer, until the top step is obtained.

Section 3. Lateral Transfer Request.

- A. Definition. A lateral transfer is a transfer within the same classification, a transfer to a different classification at the same rate of pay, or a transfer to a lower classification at a lower rate of pay into another City department covered by this bargaining agreement.
- B. Procedure. In the event that the Employer determines that a lateral transfer is available within a bargaining unit classification, dispatchers desiring to transfer laterally to openings in other departments or locations within the City's facilities may submit a request in writing to the Human Resources Department during the posting period. This request shall be the same process as outlined in Section 1(B).
- C. Requests. Requests made for lateral transfer must be made by dispatchers during the five (5) calendar day posting period.
- D. The City shall evaluate the transfer applicants on the basis of the criteria set forth in Section 1(C) and award the transfer to the applicant on that basis.

Section 4. Delay in Transfer/Bid Award. The parties recognize that the Fire Chief reserves the right in awarding job bids, temporarily transferring employees, and in awarding shift assignments to delay the assignment of a dispatcher if complying with the dispatcher's request would impede the functioning of the Department by unbalancing the experience level of dispatcher's on the same shift.

ARTICLE 18
PERFORMANCE EVALUATIONS

Section 1. Annual Evaluations. Each dispatcher shall be evaluated by his immediate non-bargaining unit supervisor at least once each calendar year. Both the dispatcher and the supervisor shall participate in the evaluation process. A dispatcher shall be given an opportunity to examine all evaluations and discuss the conclusions with the supervisor and be given the opportunity to sign the evaluation form. In the event a dispatcher refuses to sign the evaluation form, it shall be so noted on the evaluation form by the dispatcher's supervisor.

Section 2. Evaluation Responses. If a dispatcher has any additional comments, statements of objections to his evaluation, he may submit same, in writing, to his supervisor. Such additional comments will be attached to the evaluation and made part of the dispatcher's file. Dispatcher evaluations and dispatcher comments regarding the evaluations will be reviewed by the Mayor or his designee. Dispatchers will receive a copy of all evaluations and memorandums.

ARTICLE 19
PERSONNEL RECORDS

Section 1. A dispatcher shall have the right to inspect his personnel records upon notification to the Human Resources Department during normal business hours and within one (1) working day after receipt of a written request from the dispatcher.

Section 2. A dispatcher's records will be made available for inspection by an appropriate Union representative during normal business hours and within one (1) workday after receipt of a written request from the Union and written authorization by the Employee.

Section 3. Dispatchers and Union representatives are prohibited from copying or removing records from the record file. One (1) copy of records will be provided to the dispatcher and/or Union representative at no cost to the dispatcher or Union by the City upon receipt of a written request to the Human Resources Department from the dispatcher or Union representative. The dispatcher may compile, date and insert a list of documents he finds therein.

ARTICLE 20
LEAVE OF ABSENCE WITHOUT PAY

Section 1. Amount. Upon successful completion of the probationary period, a full-time dispatcher may be eligible, upon approval of the Mayor, for a personal leave of absence without pay or interruption of seniority, upon request. Such leave of absence shall not exceed seventy-five (75) calendar days.

Section 2. Procedure. All leaves of absence and any extensions thereof must be applied for in writing by the employee on a form to be provided by the City. Any request for a leave of absence shall be answered in writing promptly, and the reasons for any denial shall be given. An approved copy of any leave of absence granted under this article will be furnished to the employee.

Section 3. Return from Leave/Documentation. A dispatcher may, upon request, return to work prior to the expiration of any leave of absence only if such early return is agreed to by the City. Any dispatcher who has been on any type of leave herein shall, at the request of the City, submit a medical certificate indicating fitness to return to duty.

Section 4. FMLA. Leave that qualifies as Family Medical Leave will be provided in accordance with the Act.

ARTICLE 21
VACATION LEAVE

Section 1. Eligibility/Accrual for Full-Time Personnel. Vacation service credit is based upon years of uninterrupted full-time service with the Employer. The following schedule will apply to all full-time dispatchers:

<u>Length of Service</u>	<u>Weeks of Leave</u>
1 - 4 years	2
5 - 9 years	3
10 - 14 years	4
15 years and over	5

Section 2. Crediting of Vacation for Personnel. A dispatcher must work one year to be credited with his first vacation leave. Thereafter, vacation leave is credited on January 1 of each year. Upon reaching the date of his/her anniversary of employment, the dispatcher will acquire the appropriate additional vacation entitlement, based upon the current vacation leave schedule.

Section 3. Required Usage/Maximum Carry-Over for Full-Time Personnel. Vacation leave shall be taken by the full-time dispatcher following the calendar year in which it was accrued and prior to the next calendar year. A maximum of forty (40) hours may be carried over into the following year at the discretion of the full-time dispatcher. **Any vacation leave not used within the calendar year that is in excess of permitted carryover is lost.**

Section 4. Minimum Increments for Usage for Full-Time Personnel. Full-time dispatchers are permitted to take vacation leave in increments of one (1) hour.

Section 5. Annual Schedule Posting for Full-Time Personnel. Full-time dispatchers' vacation schedules will be posted by the City for two (2) weeks prior to the end of the preceding year for vacation selection. Vacation scheduling shall not take place until all Shift Bid Schedules are posted.

Section 6. Vacation Selection/Scheduling for Full-Time Personnel. All vacation requests for full-time personnel are subject to the operational needs of the Employer, which includes but is not limited to avoiding overtime, meeting scheduling needs, etc. Upon the approval of the Employer, a full-time dispatcher may be permitted to reschedule a previously approved vacation leave.

A. Bargaining unit seniority will be used for annual vacation leave sign-up process. Each shift will be given a vacation sign-up sheet each year. Subject to the Employer's determination that its operational needs will permit the time off, a maximum of two (2)

full-time dispatchers per day may be on vacation at any one time, and only one (1) full-time dispatcher may be on vacation per shift.

- B. The completed vacation sign-up sheet shall be forwarded to the Fire Chief or his designee once all of the dispatchers have made their selection(s), or by December 1, whichever comes first.
- C. The Fire Chief or his designee will post the final approved vacation schedule by December 15 of each year.
- D. In the event a dispatcher does not choose to schedule all accumulated vacation during the sign up period, any vacation thereafter shall be scheduled on a first request basis and shall be subject to the approval of the Chief or his designee.

Section 7. Scheduling Adjustments/Cancellation for Full-Time Personnel. It is expressly understood that for good cause shown, the Fire Chief may cancel a previously scheduled vacation leave. However, said cancellation shall not be for reasons of manpower shortages when the City has available for scheduling a minimum of two dispatchers. In the event vacation leave is cancelled after being approved in accordance with this Agreement, the dispatcher shall be afforded one (1) year from the date of cancellation to take said leave and will be given first preference for scheduling, regardless of seniority, during the next year's vacation scheduling time. Alternatively, the dispatcher may sell such cancelled vacation notwithstanding the hour's limitation in Section 8.

Section 8. Vacation Sell-Back for Full-Time Personnel. By November 1 of any contract year, upon approval of the Chief, a dispatcher may elect to sell accumulated but unused vacation leave according to the schedule below, at the dispatcher's regular base hourly rate. The amount shall be paid by separate check in December.

<u>Vacation Entitlement</u>	<u>Maximum Carryover</u>	<u>Maximum that can be sold</u>
2 weeks	1 week	0 week
3 weeks	1 week	1 week
4 weeks	1 week	2 weeks
5 weeks	1 week	3 weeks

Section 9. Vacation Severance. In the event of death or retirement of an employee, the employee, the employee's estate or designated beneficiary shall be paid for one hundred percent (100%) of the employee's accrued but unused vacation at the employee's then-current rate of pay.

Section 10. Part-time Vacation Service Credit. Part-time employees shall earn vacation service credit on the basis of the amount of hours worked in a given year prorated to those regularly scheduled hours for full-time personnel (i.e., one thousand forty [1,040] hours worked equals one-half [1/2] year of vacation service credit). Upon appointment to full-time status, a part-time employee will become eligible for vacation and be credited with his prior part-time service credit on the full-time scale after completing one (1) year of full-time service under Section 2.

Section 11. Part-Time Vacation Eligibility/Accrual. Part-time employees shall earn vacation based upon the amount of hours they work in the previous calendar year provided that they work

a minimum of five hundred (500) hours. The maximum annual amount of vacation available to be earned annually is forty (40) hours for the prior year's service. Members shall be credited up to the maximum amount on the basis of the amount of hours worked annually prorated to that of a full-time employee (i.e., one thousand forty [1,040] hours worked equals twenty [20] hours of vacation earned).

Section 12. Part-Time Vacation Scheduling/Usage. All vacation requests for part-time employees are subject to the operational needs of the Employer. Requests for usage shall be in minimum increments of a full work shift, and all vacation shall be used during the calendar year credited. Any vacation time not scheduled and utilized during the calendar year credited shall be forfeited, unless the remaining time is less than a full work shift. Any time remaining that is less than a full work shift shall be paid to the employee.

ARTICLE 22 **HOLIDAY PAY**

Section 1. Holidays. Full-time dispatchers in the bargaining unit shall receive eight (8) hours of pay at their regular rate (i.e., holiday pay) for each of the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

Section 2. Holiday Pay/Premium Pay Eligibility.

- A. **Full-time Dispatchers.** In order to be eligible to receive holiday pay, a full-time **dispatcher** must work his last scheduled shift prior to the holiday, his scheduled work shift the day of the holiday, if applicable, and the first scheduled work shift following the holiday unless on a pre-approved absence (pre-scheduled approved absences and medically certified absences are considered as pre-approved absences) or scheduled/approved leave pursuant to Section 4.
- B. **Part-time Dispatchers.** In order for part-time dispatchers to be eligible to receive premium pay for working on a holiday, the part-time dispatchers, if applicable, must work their scheduled shift(s) within the two (2) calendar days before the recognized holiday and scheduled shift(s) within the two (2) calendar days after the recognized holiday.

Section 3. Floating Holiday. In addition to those holidays listed in Section 1, full-time dispatchers who have completed their probationary periods shall be eligible for one (1) floating holiday. The floating holiday must be scheduled as a full-shift.

Section 4. Holiday Hours/Scheduling. Holidays shall be celebrated on the day on which they fall. The City reserves the right to schedule holiday leave to be taken by a dispatcher on the day when the holiday is celebrated. Upon the approval of the Employer, dispatchers normally scheduled to work on a holiday may take all or part of the holiday off provided the City can maintain adequate shift coverage without incurring overtime.

Section 5. Rate of Pay for Work on Holidays.

- A. Full-Time Employees. In addition to being eligible to receive holiday pay as provided in Section 1, full-time dispatchers that work New Year's Day, Thanksgiving Day and Christmas Day shall receive two (2) times their normal rate of pay for all hours worked. Full-time dispatchers working any of the remaining holidays listed in Section 1 shall receive one and one-half (1 1/2) times their normal rate of pay for all hours worked, in addition to any holiday pay for which they are eligible to receive.
- B. Part-time Employees. Part-time dispatchers working on a holiday will receive one and one-half (1 1/2) times their regular rate of pay for all hours actually worked.

Section 6. Holidays During Periods of Leave.

- A. Vacation. If a holiday falls during a dispatcher's vacation period, he shall be paid for the holiday and not charged with vacation for that day.
- B. Sick Leave. If a holiday is observed while a dispatcher is on sick pay, he shall be paid holiday pay for the holiday within the same period that all other dispatchers receive holiday pay and will not be charged sick leave for that day, subject to the eligibility provisions of this article.
- C. Other Leaves. If a holiday falls during the time the dispatcher is on jury duty, funeral leave or workers' compensation, the dispatcher shall receive holiday pay instead of jury duty, funeral leave, or workers' compensation leave for that day.

ARTICLE 23
SICK LEAVE

Section 1. Usage. Each full-time dispatcher shall accumulate sick leave which may be utilized, upon the approval of the Fire Chief and in accordance with the Employer's policy, for absences due to:

- A. personal injury or illness;
illness or injury of a dispatcher's immediate family (includes parents, spouse and children of the dispatcher or dispatcher's spouse, or person permanently residing with dispatcher that is dependent on the dispatcher for care);
- B. or as otherwise specified in this article.

Section 2. Accrual/Accumulation. Full-time dispatchers shall receive ten and one-half (10.5) hours of sick leave for each completed calendar month worked. Unused sick leave shall be cumulative without limit. Overtime will not be counted as hours worked for the purpose of calculating a dispatcher's sick leave accumulation. Sick leave will not be counted as hours worked for the purpose of determining overtime.

Section 3. Minimum Usage Increments. Sick leave is used on the basis of one hour of sick leave for one hour of absence. It may be used in increments of one-quarter (1/4) hour.

Section 4. Documentation/Verification. Before an absence may be charged against accumulated sick leave, the Fire Chief may require such proof of illness or injury as may be satisfactory to him, or may require the dispatcher to be examined by a physician designated by the Chief and paid for by the City. Said proof may be required for the purpose of verifying the illness, determining whether the dispatcher is unable to perform his requested duties and/or determining the expected date of recovery. If the medical opinions of the City-designated physician and the employee's personal physician conflict, an independent third physician will be selected by those physicians and consulted to render a final decision. Any cost of the third physician will be shared equally between the City and the affected employee.

Section 5. Sick Leave Usage for Medical Appointments. Dispatchers shall make every effort to schedule appointments with medical professionals outside their normal work day. Dispatchers requesting the use of sick leave such as appointments with medical professionals must provide at least forty-eight (48) hours notice for such prescheduled appointments. Such "pre-scheduled" sick leave will be considered as time actually worked for the purpose of determining overtime. Any notification of sick leave usage for appointments with medical professional less than forty-eight (48) hours prior to the usage shall not be considered as time actually worked for the purpose of determining overtime.

Section 6. Documentation for Absences in Excess of Three (3) Days. A dispatcher absent for three (3) or more consecutive scheduled work days may be requested to furnish a medical statement from his physician or other professional verifying the illness, the dispatcher's inability to perform his required duties and the dispatcher's date of recovery in order to be eligible for paid sick leave.

Section 7. Falsification of Documentation/Discipline. Falsification of either the signed statement or physician's certificate shall be grounds for disciplinary action, as set forth in the Employer's policy, which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse sick leave, or any patterned use of sick leave shall be grounds for disciplinary action, as set forth in the Employer's policy, up to and including discharge.

Section 8. Reporting off Requirements. Dispatchers should report off sick no later than one-half (1/2) hour prior to the start of their shift by telephone directly to the on-duty shift leader. Dispatchers should not report off to a dispatcher unless the shift leader is not on duty at the time. When reporting off, the dispatcher would normally be required to advise the nature of the illness or injury. At the time the dispatcher reports off, any additional information pertaining to the request will be logged on the dispatcher's daily log.

Section 9. Sick Leave Conversion. Upon separation from employment due to death or retirement of any kind, full-time dispatchers (or their estate, if upon death) shall be compensated at their regular base hourly rate at the time of retirement or death, for fifty percent (50%) of all accumulated and unused sick leave, up to a maximum of nine hundred and sixty (960) hours.

Section 10. Sick Leave Incentive Days/Scheduling. An eligible dispatcher who has used sixteen (16) hours or less of sick leave during an entire calendar year will receive eight (8) hours of personal leave. The personal leave must be used during the calendar year immediately following the year it was earned, may not be carried over, and may not be sold back to the City as leave. This personal day is to be scheduled and approved at least two (2) days prior to the requested leave.

Section 11. Sick Leave Time Bank. A Sick Leave Time Bank shall be established that shall be administered by the Time Bank Committee in accordance with Appendix B.

ARTICLE 24
FUNERAL LEAVE

Section 1. Up to five (5) consecutive calendar days of absence with pay, one of which must include the day of the funeral, will be provided to a full-time dispatcher in the event of the death of an employee's spouse, parents, step-parents, child or stepchild, provided proper proof is provided to the Employer/designee.

Section 2. Up to three (3) consecutive calendar days of absence with pay, one of which must include the day of the funeral, will be provided to a full-time dispatcher in the event of the death of an employee's grandparent(s), grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law and/or sister-in-law, and grandparents-in-law, provided proper proof is provided to the Employer/designee.

Section 3. The City may authorize additional time off as sick leave or time off without pay for a full-time dispatcher to extend funeral leave specified in Sections 1 or 2 for an employee or as time for an employee to attend the funeral of other non-designated close friends or relatives, at the sole discretion of the Employer/designee.

ARTICLE 25
JURY DUTY

Section 1. A dispatcher subpoenaed for jury service that is to occur during his normal work hours must provide his supervisor with a copy of the notice as soon as possible after receipt.

Section 2. A full-time dispatcher will suffer no loss of straight time pay if selected for jury duty that coincides with his regular work hours. The dispatcher shall not be required to reimburse the City for any remuneration received for such appearance. Employees on jury duty will be placed on day shift for the duration that they are on jury duty.

Section 3. Return to Duty. A dispatcher released from jury duty with more than two (2) hours remaining in his shift shall contact his supervisor to determine if he should report to work as promptly as possible for completion of his shift.

ARTICLE 26
MEDICALLY RESTRICTED EMPLOYEES

The parties to this contract shall comply with the Americans with Disabilities Act ("ADA"). A dispatcher who has a disability covered by the ADA and who is unable to perform the essential functions of the dispatcher's regular classification after the City has exhausted all options to provide a reasonable accommodation according to the Act, may be provided employment in a vacant position if the City chooses to fill the vacancy within the bargaining unit, at the appropriate rate of pay for that position, provided the assignment is compatible with the dispatcher's disability and qualifications. Assignment to such a position does not waive an individual's rights to his previous classification if medically able to return thereto. This provision supersedes promotions, transfers, and temporary transfers; however, it does not affect or supersede the layoff and recall provisions of this Agreement.

ARTICLE 27
INJURY PAY

Section 1. Employees will be provided with Injury Pay benefits pursuant to Section 2 or Section 3 under this article.

Section 2. In the event a regular full-time employee suffers a work-related injury which is compensable under the State Workers' Compensation provisions, the employee shall utilize available sick leave commencing with the first day of said injury. The employee with the City shall cooperate in completing the necessary forms for reimbursement for workers' compensation payments to the employee. Upon receipt of said workers' compensation payments, the employee shall assign said amounts over to the City. The City will then credit the amount of the workers' compensation received against the individual's sick leave which was utilized. In the event an employee exhausts his sick leave or does not have available sick leave to cover the period of his absence, he may "borrow" from another employee if and only if: (1) the employee executes an appropriate written document detailing said agreement and the City incurs no additional liability because of differences in pay grade.

Section 3. Wage Continuation Policy. For so long as the City determines that the wage continuation policy is feasible, employees will be offered the option of participating under the terms of that policy. Should the City determine to discontinue the policy, employees will still be eligible for injury pay benefits pursuant to Section 2.

ARTICLE 28
HEALTH AND LIFE INSURANCE BENEFITS

Section 1. The City shall provide all full-time employee(s) covered by this Agreement group hospitalization, surgical, medical, prescription drug, vision and other related health insurance benefits under the same terms and conditions as provided to other **non-bargaining** employees of the City. **Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage(s), utilization, options available to it under and compliance with the requirements of the Patient Protection and Affordable Care Act and the Health Care Education Reconciliation Act of 2010, hereafter "Affordable Care Act" or "ACA."** The City shall meet and confer with the unions (all recognized bargaining units) regarding costs and levels of coverage, but the City shall make the final determination if a consensus is not reached.

Section 2. Provider Changes. The City shall provide the Union with no less than fifteen (15) days written notice of a change in insurance providers during the term of this Agreement. Notice will be provided through the Health Care Committee.

Section 3. Contribution Rates. Employees electing to participate in the City's health insurance and fully participating in the City Health Fair shall contribute a sum equal to a **percentage of** the total monthly premium (COBRA cost less administrative fees as calculated by the City's stop/loss carrier) in effect for family or single coverage as elected by the employee **as follows:**

Full Health Fair Participants

Effective (First pay period that includes 2/21/14):	6.0%
Effective 4/16/2014:	8.0%
Effective 4/16/2015:	10.0%

Less than Full Health Fair Participation/Non-Participants

Employee Contribution:	15%
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For purposes of the phrase “full participation,” an employee will be considered a full participant by voluntarily undergoing all offered screening, testing, and other medical services offered at the City health fair. In the event an employee does not wish to receive testing, screening, or services through the City health fair, he shall be able to be considered as being a full participant if he undergoes all screening, testing, or other medical services provided at the health fair through his private physician. In order to certify alternative participation, the employee shall be required to complete a City form certifying the screening, testing, or other medical services have been provided and complete a release that will permit the Employer to verify with the health provider the date/time when completed.

Such contribution shall not exceed the maximums permitted by the ACA. The parties recognize that employee affordability under the ACA will be measured based upon the bronze plan (i.e., lower tier plan being offered) for a single plan and the employee’s household income effective as provided by law. Any employee who believes his contribution exceeds the maximum allowable by law of his household income should submit a written request for review to the Human Resource Manager.

Section 4. Coverage Coordination. If both spouses are employed by the City, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 5. Insurance Committee. The City will establish a joint committee on health care benefits which includes representative(s) from each of its bargaining units. The joint committee will evaluate periodically the benefits and costs, and make recommendations to the City for cost containment measures. Should the City find it necessary to change the levels of benefits during the term of this agreement, the Employer will present any proposed changes to the Health Insurance Committee and the Union at least thirty (30) days prior to the effective date of any such changes. Upon the request of the Union, the Employer will meet with the Union to discuss the proposed changes and any alternatives. If the parties are unable to reach agreement, the Employer may implement the changes.

Section 6. The City will maintain life insurance in the amount of fifty thousand dollars (\$50,000) for each full-time bargaining unit employee.

ARTICLE 29
EDUCATIONAL ASSISTANCE/TRAINING EXPENSES

Section 1. Amount. Provided that a full-time dispatcher obtains prior approval from the Employer/designee, he shall be reimbursed in the amount of eighty percent (80%) for the cost of tuition, book fees, and related expenses incurred for any job-related or management degree courses provided by any local college or university. Reimbursement is limited to two thousand

five hundred dollars (\$2,500.00) annually, contingent upon meeting City policy requirements and upon the employee obtaining a grade of "B" (3.0) or better.

Section 2. Required Service/Reimbursement. Upon receipt of tuition reimbursement from the City, the dispatcher must sign a provision authorizing the City to deduct from his final pay monies due the City if the employee leaves within three (3) years of completing the course for which reimbursement was received. City reimbursement shall be recovered from such employees prorated according to the following schedule and based on the date the employment relationship terminated:

Date of Termination Within

1 year of reimbursement	100%
1 to 2 years	50%
2 to 3 years	33%

Section 3. Required Training. Employees required to attend an employment-related seminar will be reimbursed for all costs, including lodging, meals, auto mileage, and registration fees.

ARTICLE 30
P.E.R.S.

Section 1. The City shall pay contributions to the Public Employees Retirement System on behalf of dispatchers in the bargaining unit, utilizing the Salary Reduction Method. The dispatcher's gross annual compensation shall be reduced in an amount equal to the employee's share of the retirement contribution as determined by the Public Employees Retirement System before withholding for state and federal taxes.

ARTICLE 31
AUTOMOBILES

Section 1. The City agrees to reimburse dispatchers for the use of their private automobiles in the performance of any duty assigned by the Fire Chief which necessitates the use of said private automobile. This reimbursement shall be paid by separate check in the per mile amount established by City Council for City employees to reflect the latest standard rate as determined by the U.S. Department of the Treasury, Internal Revenue Service.

Section 2. Dispatchers will not be reimbursed for mileage incurred traveling to or from work or call back duty.

ARTICLE 32
UNIFORMS

Section 1. At the conclusion of probation, the City will issue each dispatcher a full complement of any required uniform. Any required uniforms are City property, and must be returned at the time of separation from employment. If an employee fails to return any issued uniform, the replacement cost of any non-returned item(s) shall be deducted from the employee's final pay check.

ARTICLE 33
COMPENSATION

Section 1. Wage Rates. Bargaining unit members wage rates are set forth in Appendix C, Wage Schedule, which is attached hereto and incorporated herein. General wage increases shall be as follows:

For the first year of the agreement	2.0% increase (retroactive to 4/16/13)
For the second year of the agreement	2.0% increase (effective 4/16/14)
For the third year of the agreement	2.0% increase (effective 4/16/15)

Section 2. Out of Classification Pay. A dispatcher who is permanently and/or temporarily promoted to a higher classification shall be paid at the lowest Step in the higher classification, which will result in a wage increase.

Section 3. Shift Differential. Full-time bargaining unit members will receive the following shift differential for only those hours actually worked as follows:

Full-time dispatchers normally assigned the second shift (afternoon) shall receive a thirty cent (\$.30) per hour shift differential.

Full-time dispatchers normally assigned the third shift (nights) shall receive a thirty-five cents (\$.35) per hour shift differential.

Section 4. Wage Schedule Administration. All members of the bargaining unit hired prior to July 1, 2010, shall be grandfathered into the previous wage schedule and shall not be subject to the time based step limitations contained in Appendix C, Wages. Those members shall move through the previous steps of the wage scale until such time as they reach Step 6 of Appendix C, Wages. At that time members hired prior to July 1, 2010, shall transition onto the new scale and receive increases as may be applicable under Appendix C, Wages. Those members after July 1, 2010, shall receive pay and advance through the applicable classification in accordance with Appendix C, Wages. The parties agree that movement within the step system is only effective to the extent that the parties' agreement is in effect, and that movement between steps shall not occur in any future negotiations after the expiration of the parties' agreement until such time as a new agreement is in effect.

ARTICLE 34
PAYROLL

The City agrees to continue the practice of paying dispatchers bi-weekly on Fridays.

ARTICLE 35
MANDATORY PROFICIENCY LEVELS

Section 1. Notification of Deficiency. Dispatchers functioning as Emergency Medical Dispatchers are mandated to maintain proficiency levels which are deemed acceptable to the City's Medical Director. The City agrees to notify a dispatcher in writing any time the Medical Director expresses a concern as to the proficiency levels of that dispatcher. The City reserves the right to take corrective action pursuant to the terms of this article.

Section 2. Failure to Maintain Proficiency. If the City's Medical Director notifies the City in writing that a dispatcher has failed to maintain proficiency levels as an Emergency Medical Dispatcher which are deemed acceptable, the dispatcher shall be immediately suspended without pay until such time as the dispatcher has rehabilitated his proficiency to a level which is deemed acceptable to the City's Medical Director. If the dispatcher fails to maintain proficiency at a level deemed acceptable to the City's Medical Director for a period of six (6) months, the Dispatcher shall be dismissed from employment.

Section 3. The term "dispatcher" as used in this Labor Agreement, shall include the Dispatch Shift Leader unless specified otherwise.

ARTICLE 36 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be demoted, suspended (including working suspensions), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e. suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Disciplinary Timelines. Except where the Employer determines that an investigation of alleged misconduct is required, discipline against an employee will be issued within fifteen (15) work days of the Employer's knowledge of the action that initiated disciplinary action. This date may be extended by mutual agreement. No delay in taking action or denial of an extension request will be unreasonable. The failure to adhere to this timeline shall not invalidate nor serve as the basis for mitigation in any disciplinary action.

Section 3. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public and/or co-workers, neglect of duty, absence without leave, substance abuse, violation of City or department work rules, regulations, policies, or procedures, failure of good behavior, violation of Chapter 124 or Rules of the Civil Service Commission, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 4. Representation/Predisciplinary Conference. A dispatcher shall have the right, upon request, of a Union steward at any step of the disciplinary process or counseling session for the purpose of resolving any dispute. Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee. A predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Ohio Council 8 present at any such predisciplinary conference.

Section 5. Disciplinary Records. Records of disciplinary action shall have force and effect according to the following schedule, provided there has been no intervening disciplinary actions taken during this same time period:

Verbal Warning or Written Reprimand	18 months
Suspensions of any Duration	30 months

Section 6. Disciplinary Notices. All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary actions taken. The dispatcher and Union shall receive a copy of any written disciplinary action at the time of discipline.

Section 7. Progressive Discipline. Except in instances of serious or gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

Section 8. Suspensions/Holidays while on Suspension. Any suspension shall be for a specific number of days which the dispatcher would regularly be scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for purposes of suspension.

Section 9. It is understood that a supervisor's directions are to be followed. A dispatcher may grieve any directive he deems to be in violation of this Agreement. However, pending final resolution of such grievance, all affected dispatchers shall comply with the directive.

Section 10. Disciplinary Grievances. Grievances regarding suspensions and/or discharges shall be initiated at Step 2 of the Grievance Procedure, in accordance with the applicable time limitations.

ARTICLE 37 **SAFETY AND HEALTH**

Section 1. The City shall make reasonable provisions for the safety and health of employees on the City's premises during hours of employment. Dispatchers will be provided with access to adequate first aid equipment. Proper heating, ventilation and sanitary facilities shall be provided and kept in good condition by the City. Unsafe and/or unhealthy conditions that are brought to the attention of the City through established procedures will be corrected as soon as reasonably feasible. The employee(s) accepts the responsibility not to neglect or abuse equipment, tools, or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's policies and procedures. All unsafe working conditions must be

reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

ARTICLE 38 **REQUIRED CERTIFICATION/TRAINING**

Section 1. Required Qualifications. It is the responsibility of each dispatcher to maintain certification(s) essential to meet the job description which he fills.

Section 2. Training Opportunities. The Fire Chief shall make the determination of what type of training shall be considered appropriate to be performed during "normal working hours." The City shall attempt to provide opportunities for dispatcher's re-certification requirements at the fire station. If the opportunity for training is provided and the dispatcher is unable to attend due to circumstances beyond his control, with the approval of the Fire Chief, the City will pay the tuition and provide required materials for said training which the dispatcher is ordered to attend elsewhere.

Section 3. Training Hours. A dispatcher attending mandatory training at the fire station shall do so as part of his regular shift duties, or if scheduling does not permit during regular hours, the dispatcher will be paid in accordance with this agreement for all hours spent in training under the direction of the City.

Section 4. Instruction of other Personnel. Dispatchers may be required to instruct other dispatchers as part of their regularly scheduled duties. If a dispatcher is required to perform said instruction during time other than his scheduled work time, he shall be eligible for compensation in accordance with this agreement.

ARTICLE 39 **LABOR/MANAGEMENT COMMITTEE**

Section 1. To provide for a means of better communications and understanding amongst the Division of Fire, its management, and the dispatchers, without the necessary utilization of the contractual grievance arbitration machinery, a labor management committee may be established.

Section 2. The City and the dispatchers and/or the Union may, by mutual agreement, convene the labor management committee at a designated time and place which is mutually convenient to both parties. Either the City or the Union may insist upon a meeting of a joint labor management committee no more frequently than once every four (4) months. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party. The Union and City shall submit an agenda of items to be discussed prior to the meeting.

Section 3. The Mayor shall designate the Fire Chief and up to two (2) other representatives to attend a meeting of the joint committee. Likewise, three representatives of the Union shall be present, two of whom must be dispatchers. It is understood that either party can request the assistance of a non-dispatcher representative if it feels it will assist the meeting. Any dispatcher attending such meeting during his regularly scheduled working hours shall suffer no loss in pay.

Section 4. At the conclusion of the meeting, minutes thereof will be prepared by the City and provided to the Union within ten (10) days subsequent to the meeting.

ARTICLE 40
UNION NEGOTIATING COMMITTEE

Section 1. Employee members of the AFSCME negotiating committee shall be permitted reasonable time off during normal scheduled working hours, without loss of pay, for every other meeting with the City related to collective bargaining with the City. The number of employees paid under this provision shall not exceed three (3).

Section 2. The Union shall notify the City, in writing, of the members of the AFSCME negotiating committee and the City shall notify the Union, in writing, of the members of the City's negotiating committee.

ARTICLE 41
BULLETIN BOARD

Section 1. The City agrees to provide a locked, glass-enclosed bulletin board for use by the Union at the Fire Station. The Fire Chief, Union President, and the Union Steward shall have keys for access to the bulletin board. The bulletin board shall be located at the sole discretion of the Fire Chief in an area which is accessible to all dispatchers. The bulletin board shall be identified with the name of the Union and the Union may designate the person or persons responsible for maintenance of same. The Union agrees that this shall be the only area used by the Union or dispatchers for posting of notices of Union business. Bulletin boards shall be used for posting Union literature and Union information, including:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections; and
- E. Results of Union elections;
- F. AFSCME Ohio Council 8 correspondence;
- G. AFL-CIO correspondence.

Section 2. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any member of City management or City dispatchers;
- B. Scandalous, scurrilous or derogatory attacks upon the administration; and
- C. Attacks on and/or favorable comments for any candidate for public office.

ARTICLE 42
UNION MEETINGS AND REPRESENTATION

Section 1. Union Meetings. The City agrees that dispatchers may conduct meetings at the Fire Station provided the meetings do not interfere with work shifts or other scheduled functions. Such meetings shall normally be held no more than once per month to commence after 1605 hours. Said meetings are not to exceed two hours in length and shall be held in the large meeting room. The Union is responsible for scheduling the meeting room following existing City policy. During the four (4) month period preceding expiration of this Agreement, such meetings shall normally be held no more than twice per month.

Section 2. Meeting Approval. Any meeting that the Union proposes to conduct at the Fire Station shall be requested of the Fire Chief. All such meetings are subject to approval of the Fire Chief at his sole discretion and must be pre-scheduled with the Fire Chief. Denied requests shall state the reason.

Section 3. Meetings During Duty Hours. Two (2) dispatchers may be required to remain on-duty and in the radio room at all times. It is expressly understood by the Union that those dispatchers that are on-duty and in attendance at a Union meeting shall be subject to work assignments by the Fire Chief or his designee, during the period of the meeting, if necessary in order to maintain City operations. On-duty dispatchers suffering no loss of pay for attendance at said meetings.

Section 4. The City shall provide reasonable space at the Fire Station for the storage of dispatchers' Union files and equipment which may be kept under lock by the Union. Such files and equipment shall be maintained only in such area designated by the Fire Chief.

Section 5. Union Stewards. Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the grievance and arbitration procedure of this Agreement shall be known as Stewards. The Union shall designate the shift and area each Steward shall be permitted to represent. Stewards shall be permitted to investigate and process grievances so long as such investigation does not interfere with or interrupt the working time of either the Stewards or any other bargaining unit employee.

Section 6. Notification of Union Stewards. The Union will notify the City of the names of Union officers and Stewards. The Union will also notify the City of changes that take place in individuals holding such positions.

Section 7. Facility Access. Accredited representatives of the Union shall have access to the City's facilities for the purpose of investigating grievances, and meeting with Local Union representatives or City representative and employees concerning matters covered by the terms of this Agreement. However, before entering the City's facility, the representative shall obtain authorization from the Fire Chief or his designee and insure that he is not interfering with any employee during said employee's working time.

Section 8. Attendance at Joint Meetings. If a Steward or Union officer participates in a meeting with the City during the Steward's or Union officer's regular working hours, the Steward or Union Officer need not clock out and will receive his regular straight time pay for the time or participation in such meeting.

Section 9. Requested Time Documentation. Before leaving the job to conduct any Union activity as described herein, all Union representatives shall be required to complete the representative time form and submit the form to their supervisor. Said form shall be furnished by the Employer and made available to the Union (Appendix A).

Section 10. New Hire Meetings. Once a month the Union President may request to meet with all employees hired during the previous month in order to inform newly hired employees of the functions of AFSCME Local 2714. Any such meetings shall be limited to one-half (1/2) hour in duration. City facilities shall be made available for these meetings.

ARTICLE 43
UNION CONVENTIONS AND CONFERENCES

Section 1. At the request of the Union, one (1) officer from the bargaining unit shall be permitted a leave of absence without pay to attend the International Union convention, an Ohio Council 8 convention, or another designated Union conference. One individual shall not be granted in excess of one (1) full week in any calendar year.

ARTICLE 44
PRINTING OF CONTRACTS

Section 1. The City agrees to provide a reasonable number of 8 1/2" by 11" copies of the contract to the Union for distribution to existing and new members.

ARTICLE 45
MAINTENANCE OF STANDARDS

Section 1. The following household conveniences presently provided for the dispatchers by the City shall be maintained for the duration of this contract: 1) food storage facilities; 2) microwave oven; 3) exercise equipment area in some portion of the fire station as designated by the Fire Chief.

ARTICLE 46
SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignee of the parties hereto.

ARTICLE 47
SAVINGS CLAUSE

Section 1. Should any part of this agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 48
SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING

Section 1. Waiver. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117, etc., of the Ohio Revised Code and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and

unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Section 2. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 3, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the union.

Section 3. Mid-Term Bargaining. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, and provided that such action involves a mandatory subject of bargaining, then the Employer, prior to making such change, shall inform the Union of said proposed change, negotiate over the effects of the change with the Union. The Employer may unilaterally implement such change after impasse is reached.

ARTICLE 49 **DRUG/ALCOHOL TESTING**

Section 1. Statement of Policy. The City of Green has a responsibility to its employees to provide a safe workplace and responsibility to the public to ensure that their safety and trust in the City of Green are protected. To accomplish that goal, the City of Green cannot condone and will not tolerate the abuse of controlled substances and/or alcohol.

The purpose of this policy and guidelines is to reduce accidents that result from use of controlled substances and/or alcohol which contribute to fatalities, injuries, and property damage. It supplements the City's existing drug/alcohol abuse policy.

Section 2. Procedures. The parties agree to be bound by the procedures and requirements of the City of Green Drug Free Workplace Policy and Drug and Alcohol Testing Policy.

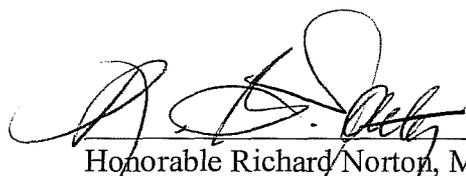
ARTICLE 50 **DURATION**

Section 1. This Agreement shall continue in full force and effect upon execution and shall be effective until midnight, April 15, 2016.

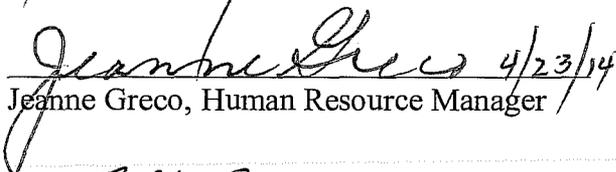
Section 2. No more than one hundred twenty (120) and no less than ninety (90) days prior to expiration, either party may give written notice to the other of its desire to reopen and renegotiate this Agreement. Upon giving of a timely notice to negotiate, the parties shall meet and negotiate in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code and the negotiating procedures of Article 40 of this Agreement.

SIGNATURE PAGE

FOR THE CITY OF GREEN



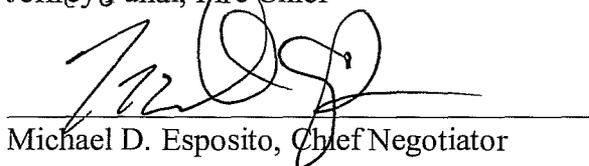
Honorable Richard Norton, Mayor



Jeanne Greco, Human Resource Manager 4/23/14

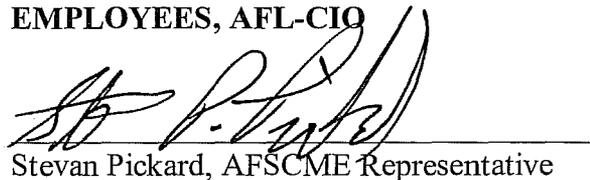


Jeffrey Funai, Fire Chief



Michael D. Esposito, Chief Negotiator

**FOR LOCAL 2714 and OHIO COUNCIL
8 AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**



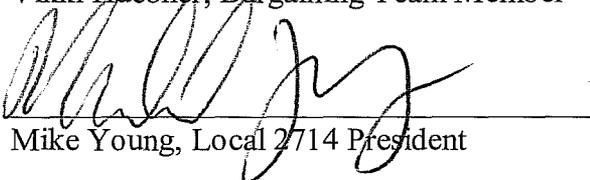
Stevan Pickard, AFSCME Representative



Leslie Hayman, Bargaining Team Member

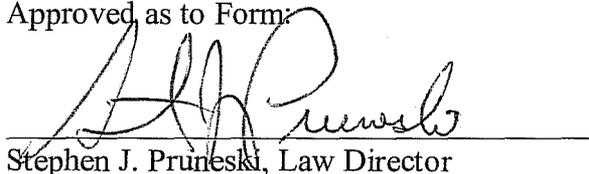


Vikki Huebner, Bargaining Team Member



Mike Young, Local 2714 President

Approved as to Form:



Stephen J. Pruneski, Law Director

APPENDIX A
UNION BUSINESS FORM

Union Representative's Name _____

Work Unit _____

Date _____ Destination _____

Left Work Area _____ a.m. _____ p.m.

Return to Work Area _____ a.m. _____ p.m.

_____ Investigate Grievance

_____ Process Grievance

_____ Conference/Meeting

Supervisor

Union Representative

- 1 copy - Union Representative
- 1 copy - Supervisor or Department Head
- 1 copy - Employee Supervisor

APPENDIX B
SICK LEAVE TIME BANK

1. Purpose

- A. The purpose of the time bank is to assist a member of the program, in the event they are affected by an illness or incapacitated due to an off-duty injury to that member which causes the member to use all the compensated time off available to them.

2. Eligibility

- A. Any AFSCME, Local 2714 member, hereinafter referred to as employee, who has completed their initial probation period, is eligible to join the program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the time bank committee. Employees who are not eligible due to not having hours to donate, shall express their intent to join in writing within the above stated forty-five (45) day period, and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment period, employees will have the opportunity to join during the months of January or June in each subsequent year.

1. The Time Bank Committee may review any applicant's past record of sick time before allowing the applicant to join the program.
2. A past record of sick time abuse shall be sufficient to refuse any applicant admission into the program per established Committee rules.

3. Time Donation

- A. Each employee who wishes to enroll in the time bank shall be required to donate eight (8) hours of time to the program at the time they join. Eligible time to be donated:
1. Sick leave.
 2. Compensatory time.
- B. When the available time in the Time Bank is reduced to two hundred (200) hours through withdrawals, an additional donation of five (5) hours shall be required from each member to replenish the hours used.
- C. If a member is called upon for a donation and fails to respond within fourteen (14) days, they shall be dropped from the program providing they have available hours to donate. If a member fails to respond due to having insufficient hours to donate, they will be continued in the program providing they contribute at the first opportunity they have hours available.

APPENDIX B
SICK LEAVE TIME BANK
(Continued)

4. Time Bank Administration

- A. The Time Bank shall be maintained and administered by the Vice President of the Union, who shall report, in writing, any applications for withdrawal or donations to the Time Bank Committee.
- B. The Committee shall include the following:
 - i. Two members appointed by the Union President.
 - ii. The Local Union President or his designee.
 - iii. The Human Resources Manager or designee.
 - iv. The Steward of the affected Employee.
- C. The Committee shall investigate each member applying to withdraw time from the Time Bank and assure the member meets all the established requirements for the withdrawal of time.
- D. A majority vote of the Committee shall be the determining factor in the eligibility of the applying member to withdraw hours from the Time Bank.

5. Use of Time Bank

- A. When a member off-duty has used all their available compensated time off and within fifteen (15) days of this event, he may request, in writing, assistance from the Union by making such written request to the Local Union Vice President or President. The Vice President or the President shall notify the Time Bank Committee to have a hearing to determine the eligibility of the individual applying to the program.
- B. The member shall furnish such information and physician's statements to the Committee as they may require to make a decision.
- C. Any member drawing time from the Time Bank may be required by the Committee to furnish additional information or physician's statements during the time the member is off work.
- D. The maximum length of time available to any one member through the Time Bank is one hundred and sixty (160) hours in a twelve (12) month period; however, under exceptional circumstances, a member may apply for one extension of time within the same twelve (12) month period, not to exceed eighty (80) hours if their physician will assure the Committee that at the end of the extension of time, the member will be sufficiently recovered to return to duty.

APPENDIX B
SICK LEAVE TIME BANK
(Continued)

- E. In no case where sick leave has been abused by the member shall they be granted time from the Time Bank.
 - 1. The Committee shall have the right to determine if sick leave has been abused in the past by investigating an employee's past record of sick leave usage to determine the character and frequency of any sick leave taken.
 - 2. The Committee shall have the right to require proof of illness or injury from the employee to enable the Committee to investigate past sick leave use.
- F. Additional qualifications may be imposed from time to time by agreement between AFSCME, Local 2714 and the Human Resources Manager or his designee.

APPENDIX C
WAGE SCHEDULE

Effective 4/16/2013 Year 1 of the Agreement (2.0% Increase)

POSITION	ENTRY	1	2	3	4	5	6	7	8
Part-time Dispatcher	\$15.44	\$15.72	\$15.99	\$16.28	\$16.58	\$16.87	\$17.17	\$17.46	\$17.77
Full-time Dispatcher	\$15.44	\$15.72	\$15.99	\$16.28	\$16.58	\$16.87	\$17.17	\$17.46	\$17.77
Shift Leader	\$16.97	\$17.28	\$17.58	\$17.90	\$18.22	\$18.54	\$18.87	\$19.20	\$19.53

Effective 4/16/2014 Year 2 of the Agreement (2.0% Increase)

POSITION	ENTRY	1	2	3	4	5	6	7	8
Part-time Dispatcher	\$15.75	\$16.03	\$16.31	\$16.61	\$16.91	\$17.21	\$17.51	\$17.81	\$18.13
Full-time Dispatcher	\$15.75	\$16.03	\$16.31	\$16.61	\$16.91	\$17.21	\$17.51	\$17.81	\$18.13
Shift Leader	\$17.31	\$17.63	\$17.93	\$18.26	\$18.58	\$18.91	\$19.25	\$19.58	\$19.92

Effective 4/16/2015 Year 3 of the Agreement (2.0% Increase)

POSITION	ENTRY	1	2	3	4	5	6	7	8
Part-time Dispatcher	\$16.07	\$16.35	\$16.64	\$16.94	\$17.25	\$17.55	\$17.86	\$18.17	\$18.49
Full-time Dispatcher	\$16.07	\$16.35	\$16.64	\$16.94	\$17.25	\$17.55	\$17.86	\$18.17	\$18.49
Shift Leader	\$17.66	\$17.98	\$18.29	\$18.63	\$18.95	\$19.29	\$19.64	\$19.97	\$20.32

Note: After each successive year of service in the applicable classification, employees shall advance to the next step in the scale for the applicable classification. For employees receiving a promotion or working out of classification, the rate of pay shall be at the applicable step for the classification into which the employee is promoted or is working out of class where there is an increase in compensation.