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**AGREEMENT
BETWEEN THE
CITY OF GRANDVIEW HEIGHTS, OHIO
AND
LOCAL 1792, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO**

January 1, 2015 through December 31, 2017

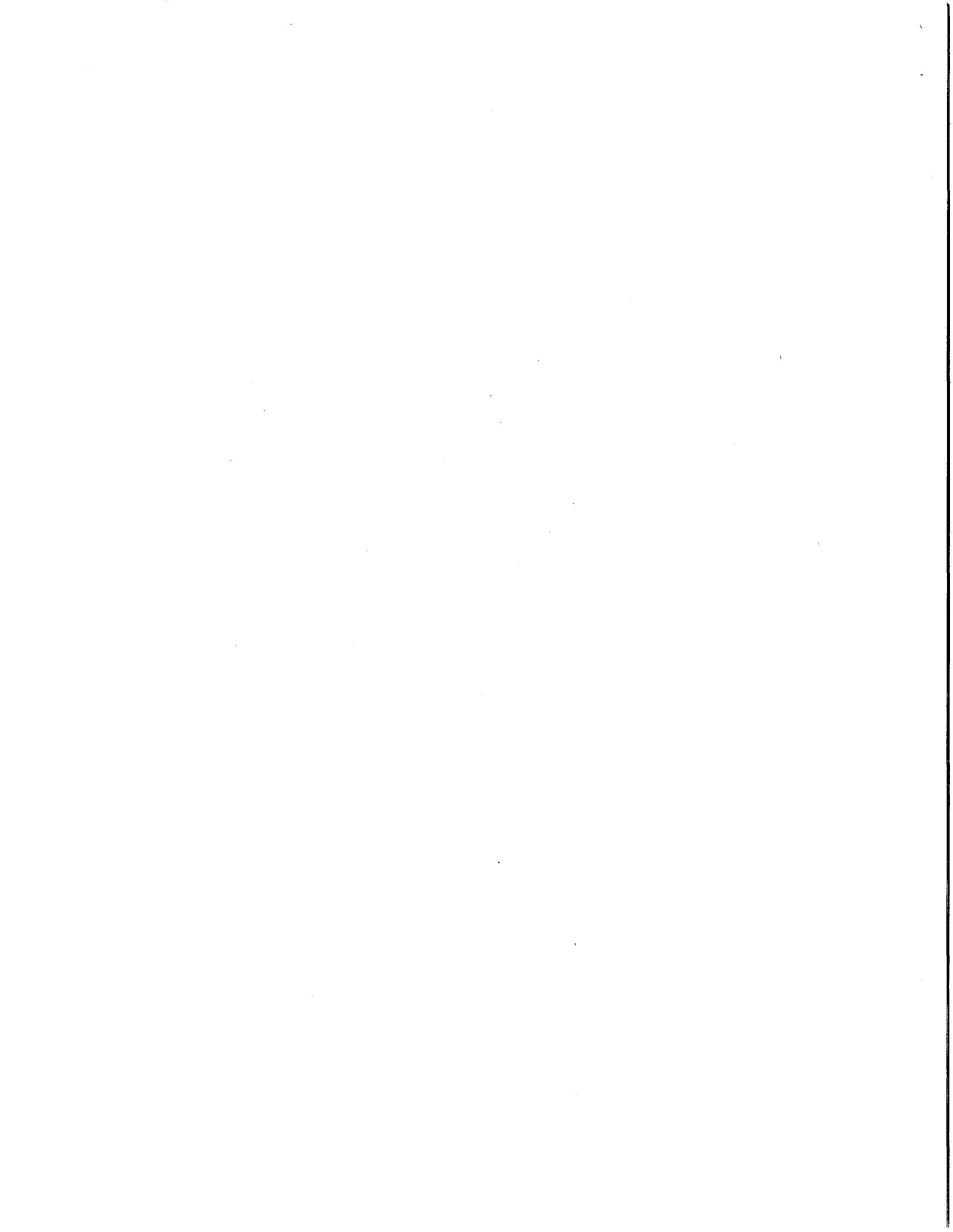


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ARTICLE 1 AGREEMENT

Section 1.1. Parties to the Agreement.

This Agreement is between the City of Grandview Heights, Ohio, hereinafter referred to as the "City" and Local Union 1792 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the "Union".

Section 1.2. Savings Clause.

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 1.3. Modification of Agreement.

The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by the Mayor on behalf of the City, and on behalf of the Union, by the Negotiations Committee.

Section 1.4. Precedence of Agreement.

The terms of this Agreement shall be binding following the approval of the City Council only for Agreement period and may not be amended by City ordinance or resolutions.

ARTICLE 2 STATEMENT OF PURPOSE

Section 2.1. Statement of Purpose

The intent and purpose of the parties to this Agreement is to provide an orderly employer-employee relationship that serves the best interests of the citizens of Grandview Heights and the public in general, to establish a procedure for the peaceful resolution of grievances, to set forth the entire agreement of the parties with respect to wages, hours, terms and other conditions of employment, to prevent interruptions of work and interference with the efficient operation of the Fire Department.

ARTICLE 3 RECOGNITION AND DUES DEDUCTION

Section 3.1. Recognition.

The City recognizes the Union as the sole and exclusive representative for all full-time employees in the bargaining unit as to all matters concerning their wages, hours, terms and other conditions of employment. For purposes of this Agreement, the bargaining unit covered hereby shall consist of full-time employees below the rank of Assistant Fire Chief, including the classifications of Fire Medic (Trainee), Fire Medic and Fire Captain (such employees hereinafter being sometimes

referred to as "members of the bargaining unit" or "employees"). The positions of Fire Chief and Assistant Fire Chief are excluded from the bargaining unit.

Section 3.2. Dues Deduction.

While this Agreement is in effect, the City will deduct once each month the regular monthly Union dues and assessments, as certified by the Union, from the wages of employees included in the bargaining unit who individually and voluntarily authorize and direct such deductions in writing.

The authorization and direction shall be revocable by giving the City notice in writing. The Union shall indemnify and hold the City harmless for any liability arising out of any action by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the City to the Union within the first calendar week after such deductions are made. Upon remittance of dues and assessments to the Union each month, their disposition thereafter shall be the sole and exclusive responsibility of the Union.

**ARTICLE 4
UNION SECURITY**

Section 4.1. Fair Share Fees

As a condition of employment, sixty (60) days following the beginning of employment, or thirty (30) days following the effective date of this Agreement, whichever is later, employees who are not members of the IAFF, including employees who resign from membership in the IAFF after the effective date of this Agreement, shall pay to the IAFF, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require any employee to become or remain a member of the IAFF, nor shall the fair share fee exceed the dues paid by the members of the IAFF in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The IAFF shall annually certify to the Employer the amount of the fair share fee. The City shall not be obligated to implement the fair share deductions under this section until the Union has provided the City with a letter of compliance.

Section 4.2. Indemnification

The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of IAFF dues. The IAFF hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

**ARTICLE 5
REPRESENTATION**

Section 5.1. Union Representation.

The City agrees that no more than two (2) professional Union representatives shall be admitted to the City's facilities and work sites during working hours upon giving reasonable notice and receiving permission from the Fire Chief or their designee. Such visitations may be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate with the City in the discussion of problems, to process and participate in the adjustment of grievances, and to attend other meetings. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent authorized by a specific provision in this Agreement.

Section 5.2. Meetings with the City.

The Mayor and/or Fire Chief or their designated representative will meet as often as necessary upon request of the Union with representatives of the professional staff of the Union of which not more than two (2) are professional representatives affiliated with Local 1792 and three (3) Fire Department employees at mutually-agreed times and places. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement;
- B. Discuss grievances which have not been processed through the grievance procedure when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties; and
- D. Give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to the bargaining unit, including alleged inequities in the treatment of employees represented by the Union.

As a courtesy and to facilitate the adjustment of work schedules, the Union representatives will personally notify immediate supervisors of the dates and times of such meetings, immediately upon the parties reaching mutual agreement as to the date and time of any such meeting.

Written responses promised by the Mayor or the Fire Chief or their representatives during such meetings to items raised by the Union representatives will be submitted to the Union's president or designee within fourteen (14) calendar days after such meeting, unless the parties mutually agree to a time extension.

Should these meetings start before or extend beyond the Union representatives' regularly scheduled straight-time hours on the day in question, the City shall not be obligated to pay for such additional hours. This Section refers to the formal meetings between the City's and the Union's professional staff representatives. Nothing in this Section is intended to prohibit additional, informal meetings between the City and the Union representatives where there is mutual agreement of the necessity of such meetings.

Section 5.3. Time for Conducting Representation Activities.

Representation activities necessary to further the purposes of this Agreement that are specified herein are recognized as a proper part of the conduct of the City's business and shall normally take place during duty hours, provided that every effort shall be made to not interfere with the normal operation of the Fire Department. Upon giving reasonable notice to and receiving permission from the Fire Chief or their designee, employees representing the Union in these activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions; however, such privilege will not be abused by the Union representatives, nor will permission be unreasonably withheld by the City.

Section 5.4. Place for Conducting Representation Activities.

Meetings of the committees of the Union will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled daytime hours of the participants on the day in question.

Section 5.5. Negotiating Time.

The City agrees to allow up to but not more than four (4) employee Union representatives and not more than two (2) professional representatives affiliated with Local 1792 to serve on the Union Bargaining Committee for time spent in actual negotiations with the City to renegotiate this Agreement pursuant to Article 31; provided, however, that no more than five (5) persons shall serve on the Union Bargaining Committee during each meeting. Where such meetings occur during an employee Union representative's regularly scheduled straight-time hours, the employee Union representative shall be considered on duty during such negotiations meetings, shall attend to emergency duties as required, and attendance at such negotiations meetings shall be without loss of pay or benefits. The City shall not incur overtime liability as the result of an employee Union representative's attendance at any negotiations meeting(s). The Union will notify the City of the names and normal shift schedules of representatives selected for this purpose at least three (3) calendar weeks prior to the first scheduled negotiation date.

Section 5.6. City Representation.

The City's negotiating team shall consist of not more than four (4) City employees and one (1) professional representative.

**ARTICLE 6
NON-DISCRIMINATION**

Section 6.1.

In accordance with applicable Federal and State law, no person or persons or agencies responsible to the City, or the Union and its officers, shall discriminate for or against any employee on the basis of race, creed, color, handicap or disability, national origin, sex, marital status, age, political affiliation, or membership or non-membership in the Union.

Section 6.2. City Pledge.

The City agrees not to discriminate against any member of the bargaining unit on the basis of their membership in the Union, nor to discriminate, interfere with, restrain or coerce any member because of or regarding their activities as an officer or other representative of the Union.

Section 6.3. Union Pledge.

The Union agrees not to interfere with the desire of any member of the bargaining unit to become and remain a member of the Union, or to cease membership in the Union. The Union agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in Section 4117.11(B) (6) and 4117.12 of the Revised Code.

Section 6.4.

For the purposes of this Agreement, the masculine gender of words shall be interpreted to include the feminine gender unless the context of a particular term clearly indicates a contrary intention.

**ARTICLE 7
MANAGEMENT RIGHTS**

Section 7.1. Right to Manage.

The City hereby retains and reserves to itself the sole and absolute right and authority to operate and manage its affairs in all respects, including, but not limited to, the right to determine the mission and manage the business of the Fire Department and to direct the employees in the discharge of their duties. This right to manage and direct the employees includes, but is not limited to the following:

- A. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of services, budget, use of technology, and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the employer as a governmental unit;
- H. To effectively manage the work force;

- I. To take actions to carry out the mission of the public employer as a governmental unit;
- J. To determine work schedules and the methods and processes by which such work is performed;
- K. To schedule overtime in a manner most advantageous to the City;
- L. To determine what duties and responsibilities are incidental to firefighting, EMS activities, and fire prevention; and assign such duties and responsibilities as required.

Section 7.2.

The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this Agreement or ensuing agreements shall remain the rights, responsibilities and functions of the City.

**ARTICLE 8
NO STRIKE/NO LOCKOUT**

Section 8.1. No Strike.

It is understood and agreed that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union, therefore, agrees that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time which will interrupt or interfere with the operation of the City for the duration of this Agreement. No employee represented by the Union shall cause or take part in any strike, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the City. In the event of a violation of this Article, the Union agrees to take affirmative steps with regard to the employee's concerned, such as, but not limited to, letters, bulletins, telegrams, employee meetings and public denouncement of any violation, in a good faith effort to bring about an immediate resumption of normal work.

Section 8.2. No Lockout.

The City agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union as a result of a labor dispute with the Union.

**ARTICLE 9
HOURS OF WORK AND OVERTIME**

Section 9.1. Scope.

This Article is intended solely to define the currently expected hours of work, which shall be subject to change as the City reasonably determines in its discretion to be appropriate to meet operational conditions, and to provide the basis for the calculation and payment of overtime. It does not constitute a guarantee by the City, that such hours or any overtime shall in fact be worked.

Section 9.2. Regular Duty Hours.

Three Platoon System. The regular assigned duty hours for members of the bargaining unit assigned to a platoon under this Agreement shall be as follows:

1. Employees shall work twenty-four hour shifts commencing at a time designated by the administration of the Division of Fire, and concluding at the same time on the calendar day immediately following.
2. Employees shall work the designated twenty-four hour shifts, and shall then be scheduled to have forty-eight hours off-duty before returning to regular duty.
3. When there is a change from Eastern Standard Time to Eastern Daylight Time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.
4. On February 29th, occurring every four years, the shift rotation shall alter in the following manner: a) the shift scheduled to work on February 28th shall work the first eight hours of the new shift commencing February 29th; b) the shift that was scheduled to work on February 27th shall work the second eight-hour portion of February 29th; c) the shift that was scheduled to work on February 26th shall work the last eight hour portion of the February 29th shift, and shall continue afterward to work the 24 hour shift of March 1. Following the end of the March 1 shift, the regular 24-hour rotation will resume.

Non-Platoon Work Week. The regular assigned duty hours for members of the bargaining unit assigned to a forty hour work week under this Agreement shall be as follows:

1. Employees shall work eight hour shifts commencing and ending at times designated by the administration of the Division of Fire.
2. Employees shall work Monday through Friday.
3. Alternate work schedules may be arranged if agreed to by the employee and the Fire Chief.
4. Flex time may be arranged if agreed to by the employee and the Fire Chief.

Section 9.3. Distribution of Overtime.

The amount of overtime necessitated by call-back work and the employees required to work such hours shall be established by the City, provided, however, that such overtime and call-back work shall be distributed as equitably as is reasonably practical among employees normally performing the work.

Section 9.4. No Pyramiding.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages. Nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 9.5. Overtime Pay.

Any employee called in to perform overtime work on a non-regularly scheduled duty day shall be compensated for a minimum of three (3) hours pay at the applicable overtime rate for such work, unless the overtime work is contiguous with the employee's regularly scheduled work hours. Where the overtime work is contiguous with the employee's regularly scheduled hours, the employee shall be compensated for those hours actually worked.

Section 9.6. Basis for Computing Overtime and Premium Pay.

Overtime pay shall be earned and computed as follows:

- A. A full-time employee of the Division of Fire who is assigned to a platoon shall receive overtime compensation for all hours worked in excess of 212 hours per 28 day work period, exclusive of trade time. The overtime rate of pay shall be one and one-half times the employee's normal hourly pay rate. The normal hourly pay rate shall be determined by dividing the employee's annual salary by 2,912 hours.

The overtime compensation shall be paid as follows: 1) for all hours worked over 212 up to 224, an employee shall be compensated at one-half (1/2) times the normal hourly rate for each hour worked, these hours having already been compensated at the normal hourly rate as part of the employee's regular bi-weekly pay; 2) all hours worked over 224 shall be compensated at one and one-half times the normal hourly rate.

- B. Any hours worked outside the normal scheduled tour of duty hours of a platoon employee (except trade time) shall be paid at one and one-half times the employee's premium hourly rate. The premium hourly rate shall be determined by dividing the employee's annual salary by 2,080 hours.
- C. A full-time employee of the Division of Fire working a 40 hour workweek shall receive overtime compensation for all hours worked in excess of 40 hours in a workweek at the 40 hour overtime rate, determined as set forth in Subsection B.
- D. As used in this section, hours worked shall be defined to include vacation time, compensatory time, bereavement leave, injury leave and personal leave, but shall exclude sick leave for other than bereavement purposes.

Section 9.7. Exchange of Shifts.

Employees shall have the right to temporarily exchange shifts when the change does not interfere with the operation of the Fire Department, subject to approval of the senior officer in charge, and provided that the change does not result in the payment of overtime to the parties involved.

Section 9.8. Compensatory Time.

All full-time employees of the Division of Fire who are entitled to overtime compensation as authorized in this Agreement, may elect, at such time as the overtime is earned, to take equivalent compensatory time off, in lieu of cash payment, at a later occasion. The taking of the compensatory time off in excess of one tour of duty must be scheduled through, and approved by, the Fire Chief. Instant Compensatory Time shall be scheduled through and authorized by the on duty shift supervisor (or acting shift supervisor).

Compensatory time shall be earned at the rate of two and one-tenth (2.1) hours of compensatory time for each one (1) hour of overtime worked as determined by multiplying the employee's total annual straight time hours by one and one half and dividing the sum by 2,080 hours. The maximum number of compensatory time hours that may be earned is two hundred and forty (240) hours. All overtime hours worked after the maximum number of compensatory time hours have been accrued shall be paid in accordance with Section 9.6 above.

Compensatory Time may be utilized in .25 hour increments. (As long as the total time taken meets the requirements of the 3 hour minimum in Section 23.4 D).

Upon termination, for any reason, all accumulated compensatory time shall be paid at that employee's current hourly rate of compensation.

**ARTICLE 10
GRIEVANCE PROCEDURE**

Section 10.1. Definition of Grievance.

The word "grievance" as used in this Agreement refers to a claim by an employee covered by this Agreement that the City has violated a specific provision of this Agreement.

Section 10.2. Who May File.

A grievance, under this procedure, may be brought by the Union or by any employee covered by this Agreement. The Union shall not process a grievance on behalf of any employee without the knowledge and consent of the employee. However, where a group of employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) member selected by such group will process the grievance; any such group grievance shall be expressly labeled as such and shall further identify the members of the group with particularity.

Section 10.3. Attendance at Grievance Meetings.

In each step of the grievance procedure a primary representative designated by the Union shall be given approval to attend any meetings conducted by the representatives of the City with the grievant to consider the grievance. Attendance at such meetings shall be without compensation unless scheduled during normal duty hours.

It is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial to have other representatives not specifically designated in attendance, and that, therefore, it is intended that the parties may bring in additional representatives to any meeting in the grievance procedure.

Section 10.4. Steps in Grievance Procedure.

Grievances which may arise shall be settled in the following manner:

A. Step One - Chief (or their designee)

1. When a member has a grievance, he/she may submit said grievance in writing to the Chief or their designee on the grievance form agreed upon by the parties.

Such form must be submitted to the Chief or their designee within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming first known by the member-grievant. The Chief or his/her designee shall date-stamp the form on the date of his/her receipt of it. Grievances submitted beyond the fourteen (14) day time limit need not be considered.

2. Within fourteen (14) calendar days of the receipt of the written grievance the Chief or their designee shall affix his/her written response to the form, date and sign their response, and return one copy of it to the grievant. If the aggrieved member does not refer his/her grievance to the second Step of this Procedure within fourteen (14) calendar days after his/her receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

B. Step Two - Mayor (or their designee)

1. Should the member-grievant not be satisfied with the answer in Step One, within fourteen (14) calendar days after his/her receipt thereof he/she may appeal the grievance to Step Two by delivering or having delivered a copy of the grievance form, containing the written response at the prior Step and any other pertinent documents, to the office of the Mayor. The Mayor shall date-stamp the form, accurately showing the date their office received the form. A grievance submitted beyond the fourteen (14) calendar day time limit shall not be considered.

2. Within twenty-one (21) calendar days from his/her receipt of the grievance form, the Mayor or their designee shall investigate the grievance, and shall schedule and conduct a meeting at a time mutually agreeable to the Mayor, or their designee, and the Union to discuss the grievance with the aggrieved and their representative. All parties involved in the grievance shall be notified and in attendance at the grievance meeting. The Grievance Representative shall bring the member-grievant and the appropriate Grievance Representative to the meeting.
3. In the meeting called for at this Step, the Mayor, or their designee, shall hear a full explanation of the grievance and the material facts relating thereto.
4. Within twenty-one (21) calendar days of the meeting in this Step the Mayor, or their designee, shall submit to the aggrieved and his/her representative their written response to the grievance.

C. Step Three - Arbitration

1. The member and the Union, may, within fourteen (14) calendar days following receipt of the Mayor's or designee's, written response, request the grievance be heard before an arbitrator. Within fourteen (14) calendar days following the receipt of the IAFF's written notification of the intention to proceed to arbitration, the Mayor or his/her designee, either personally or through an appropriate City designee, and the IAFF President or his/her designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, by joint letter the parties will request the Federal Mediation and Conciliation Services, to submit a panel of seven (7) arbitrators from which the City and the IAFF shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 10.5. Arbitration Costs.

The cost of any proof produced at the direction of the arbitrator, and the rent, if any, for the hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing. All costs directly related to the services for the arbitrator shall be paid by the losing party.

The City and the Local shall make a good faith attempt to schedule the arbitration hearing within 90 days from the date arbitration was requested. But both parties recognize that the actual hearing date is dependent on other factors such as availability of the parties, the time needed to select an arbitrator, and the schedule or availability of the arbitrator.

Section 10.6. Time Limits. No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the grievant and the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next step or wait for the answer and appeal the grievance to the next step when that answer is received in accordance with the procedure set forth in this Article.

Section 10.7. Grievance Form.

The City and the Union shall develop jointly a grievance form, which shall become an addendum to this Agreement.

The appropriate officer of the City will assign a consecutive number to each grievance and will maintain a log book available upon request to the Union to account for each number assigned.

All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with his/her supervisor.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incidence giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

Section 10.8. Days.

If a deadline falls on a Saturday, Sunday or recognized holiday, the deadline shall be extended to the next scheduled work day.

Section 10.9. Authority of Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall only consider and make an award with respect to the specific issue submitted to them in writing by the City and the Union, and shall have no authority to make an award on any other issue not so submitted. More than one grievance may be submitted to the arbitrator if both parties mutually agree in writing. In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator shall be empowered to fashion an appropriate remedy. The arbitrator shall be without power to make an award contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the City for a date prior to the date the grievance arose. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on all parties.

Section 10.10. Grievance Withdrawal.

A grievance may be withdrawn by the grievant or the Union or settled by the employer at any time during the grievance procedure. The withdrawal or settlement of any grievance shall not be prejudicial or precedential to the position taken by the parties as they relate to that grievance or any other grievances.

**ARTICLE 11
PROBATIONARY PERIODS**

Section 11.1.

Every newly hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during their probationary period and shall have no right to appeal the termination.

Section 11.2.

At its sole discretion, the City may extend an employee's probationary period for a period not to exceed one (1) year beyond the initial term set forth in Section 11.1 of this Article. Written notice of an extension shall be provided to the Union and the affected employee at least ten (10) calendar days prior to the end of the initial probationary period. During the extended probationary period the employee may be terminated at any time, and the affected employee shall have no right to appeal the termination under Article 10 of this Agreement. An employee notified to serve an extended probationary period shall not receive a step increase after one year of service. If the employee successfully completes the extended probationary period, such employee shall be placed on the wage schedule according to the employee's anniversary date of hire as of the first day of the first full pay period following completion of the extended probationary period.

Section 11.3.

Any employee promoted into a higher level position shall be required to successfully complete a probationary period of one (1) calendar year. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to their former position, or a similar position, and shall have no right to appeal the decision.

**ARTICLE 12
HOLIDAYS**

Section 12.1. Holidays Observed.

The following shall be considered paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
Labor Day	

For employees who work the three platoon system, the day actually observed as the holiday shall be the day that the City's administrative offices are closed in observance of the holiday. Employees who work a forty (40) hour work week shall observe any paid holiday that falls on a Saturday on the preceding Friday and any paid holiday that falls on a Sunday on the following Monday.

Section 12.2. Holiday Pay.

- A.** All three platoon system employees shall receive holiday pay for each of the holidays specified in Section 12.1. Payment shall be made in a lump sum payment prior to December 1 of each year. The wage rate to be used to calculate the lump sum payment shall be the hourly rate earned by the employee on the date of payment. The rate of pay will be equivalent to eight (8) hours straight-time at the applicable 40 hour rate. The following exceptions shall apply to holiday pay:
1. During an employee's first year of employment, holiday pay shall be prorated to exclude any holiday observed prior to the employee's first day of employment.
 2. If an employee is temporarily assigned to a 40 hour position, holiday pay shall be prorated to exclude any holiday observed during such temporary assignment.
- B.** For each holiday observed on a three platoon system employee's workday, said employee shall work that holiday unless the employee is sick, or is granted time off by the Fire Chief or their designee through the use of vacation leave, holiday leave or compensatory time.

- C. Upon termination for any reason, members who are eligible for holiday payment will be paid, as part of their terminal pay, the final partial year holiday pay on a pro-rated basis. Pro-rated payment shall be computed by multiplying the holiday hours accrued by the appropriate wage rate in effect at the time of payment.
- D. If an employee is not scheduled to work on observed holiday, but is directed to do so by the Mayor or the Fire Chief because of emergency conditions, he/she shall receive compensation at the overtime rate of time and one-half (1-1/2) at the forty (40) hour rate as defined elsewhere in this contract, for all hours actually worked on the holiday.
- E. Bargaining unit members assigned to 40 hour positions may receive up to 32 hours of straight time holiday pay. Holiday pay will be accumulated at the rate of 3.2 hours per holiday that falls during the member's assignment to a 40 hour schedule. A member may opt to take such holiday pay as paid leave in lieu of holiday pay.
- F. The December lump sum payment shall be based upon the holidays observed beginning with Christmas Day of the prior year and concluding with Thanksgiving Day of the current year.

**ARTICLE 13
VACATIONS**

Section 13.1. Amount of Vacation.

Each member of the bargaining unit, after service of one full year with the City, shall have earned and be entitled to vacation leave with pay, at his/her regular rate, according to the following schedule:

Years of Service	40 Hour			Three Platoon System		
	Bi -Weekly Accrual Rate	Annual Accrual	Limit	Bi -Weekly Accrual Rate	Annual Accrual	Limit
Less Than 3	3.7	96.2	192.4	5.6	145.6	291.2
After 3	4.6	119.6	239.2	6.7	174.2	348.4
After 8	5.5	143.0	286.0	9.0	234.0	468.0
After 14	6.8	176.8	353.6	11.0	286.0	572.0
After 19	7.7	200.2	600.6	12.0	312.0	936.0
After 24	9.0	234.0	702.0	13.0	338.0	1014.0

Employees hired prior to January 1, 1981 will use the first day of January of the year of hire rather than the day of actual hire as an anniversary date for the determination of vacation leave benefits. Employees hired on or after January 1, 1981 will use their actual date of hire for determining vacation leave benefits.

Section 13.2. Scheduling of Vacation.

All vacation leave for more than one tour of duty must be scheduled through and authorized by the Fire Chief. Instant vacation shall be scheduled through and authorized by the on duty shift supervisor (or Acting Shift Supervisor). An employee shall not be required to take all their vacation leave at one time. If a bargaining unit member is required to change shifts by order of the Fire Chief, the employee shall maintain the right to transfer any previously scheduled vacation time within one year from the date of transfer. Vacation leave may be denied when: (1) another member is on vacation leave or compensatory time, or during the period another member is reasonably expected to be on extended leave, except military leave, of more than 14 days and less than 45 days, and (2) the grant of such vacation leave would cause the City to incur overtime to cover the vacation leave absence.

Vacation leave will not be revoked by the City once it has been approved unless a formal state of emergency has been declared by the President of the United States, Governor of the state of Ohio, or the Mayor of the City of Grandview Heights.

Section 13.3. Vacation Accrual Limits.

Employees with less than twenty (20) years of continuous service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for two (2) years at their current accrual rate. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for two years. Such excess leave shall be eliminated from the employee's balance.

Employees with twenty (20) or more years of continuous service shall be permitted to allow vacation leave to accrue to their credit in an amount equal to the accrual for three (3) years at their current accrual rate. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess shall be eliminated from the employee's balance.

Section 13.4. Minimum Vacation Period.

Eligible employees may take their vacations in minimum increments of not less than .25 hour (as long as the total time taken meets the requirements of the 3 hour minimum in Section 23.4 D). On duty shift supervisor (or acting shift supervisor) may approve an employee's vacation request for one tour of duty or less.

Section 13.5. Pay for Accumulated Vacation.

An employee in full-time status with less than twenty (20) years of service who is to be separated from the City service through removal, resignation, retirement or layoff and who has unused

vacation leave to their credit, shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of separation (up to two (2) years)

An employee in full-time status with twenty (20) or more years of service, who is to be separated from service through removal, resignation, retirement or layoff, and who has unused vacation leave to their credit, shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to this credit at the time of separation (up to three (3) years).

ARTICLE 14 LEAVE PROVISIONS

Section 14.1. Sick Leave Accrual.

All employees shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hour scheduled period-worked (excluding overtime), and any sick leave accrued, but not used or converted as hereinafter provided, in any year shall be accrued in succeeding years without limit.

Section 14.2. Use of Sick Leave.

An employee eligible for sick leave shall be granted such leave with full normal pay for the following reasons:

- A. Personal illness or physical incapacity;
- B. Illness of a member of the employee's immediate family requiring the employee's personal care and attendance; sick leave may also be used for up to seven (7) calendar days' absence immediately following: (1) placement of an adopted child, or (2) the birth of an offspring;
- C. Enforced quarantine of the employee in accordance with the community health regulations.

Section 14.3. Sick Leave Verification.

Before starting on their shift, an employee on sick leave shall inform an on duty shift supervisor (or acting shift supervisor) of the fact, except in the case of provable inability to make a telephone call. Except in cases of suspected abuse, an employee will not be routinely required to furnish, upon returning to duty, a physician's certificate evidencing that the absence was for one of the reasons set forth in Section 2 above, for absences of forty-eight (48) consecutive duty hours or less, although the employee may be required to furnish such a certificate following an absence in excess of forty-eight (48) consecutive duty hours. Employees shall be required in all cases to furnish a written, signed statement to justify the use of sick leave.

Sick leave in excess of forty-eight (48) hours used for injury or other physical disability will require a physician's statement releasing the employee to return to work, and perform all of their assigned duties. The purpose of this statement is to determine that the injured employee is physically capable of performing effectively, all of their assigned duties.

Section 14.4. Abuse of Sick Leave.

In the event that an employee is suspected of abusing sick leave, the City may require the employee to justify the employee's use of sick leave by obtaining a physician's certificate, at City expense, from a physician designated by the City. In addition, or in the alternative, the City may require the employee to provide within a reasonable time after returning to duty, a physician's certificate from the employee's own doctor and at the employee's own expense, or other verification of illness or injury acceptable to the Fire Chief, for any or all future absences for which sick leave is claimed within a period of six (6) consecutive months.

Grounds for suspicion of abuse shall include, but not be limited to, information received by the City that the employee is, or was, during any day from which sick leave is claimed:

1. Engaging in other employment;
2. Engaging in strenuous physical exercise or recreation, including work around the home, other than as ordered or recommended by a doctor.
3. Present in a tavern or other place inconsistent with a claim of illness or injury;
4. Absent from home or place of confinement or convalescence when called or visited by representatives of the City, except in cases where the employee can produce verification (such as a hospital or medical clinic admissions or treatment slip or a receipt for the purchase of medicines from a pharmacy or a reasonable explanation) that his/her absence was for reasons directly related to the treatment of his/her illness or injury.

Actual abuse of sick leave or falsification of either a written, signed statement by the employee or a physician's certificate shall subject an employee to disciplinary action, up to and including discharge.

Any employee who is suspected of abusing sick leave shall be confronted with such suspicion by his/her supervisor and given an opportunity to explain their use of sick leave prior to being required to produce a physician's certificate for future absences as set forth above.

Section 14.5. Minimum Charge to Sick Leave.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged in increments of not less than one-quarter (1/4) hour. Employees who, after reporting to work, are then sent home on sick leave shall be charged for actual time absent.

Section 14.6. Sick Leave Credit on Return to Service.

An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, be credited for any unused sick leave existing at the time of their layoff or leave.

Section 14.7. Sick Leave Credit Upon Transfer.

Upon transfer from one division or department to another, unused sick leave days shall continue to be available for the transferred employee's use.

Section 14.8. Workers' Compensation.

No employee may receive medical benefits from the City for injury leave or occupational sickness if he/she is receiving workers' compensation for the same purpose. Once a workers' compensation claim has been approved the employee shall sign an agreement with the city whereby workers' compensation proceeds are paid to the City in accordance with the provision of Article 15.

Section 14.9. Pay for Accumulated Sick Leave.

All employees, at the time of their retirement or resignation in good standing, with ten (10) or more years of service, shall receive payment based on the employee's rate of pay at retirement or resignation for accrued but unused sick leave up to the following maximum accruals:

- A. one-fourth (1/4) of the employee's accrued but unused sick leave, up to a maximum accrual of 2000 hours.
- B. one-third (1/3) of the accrued but unused sick leave in excess of 2000 hours up to a maximum of 2800 hours.

Section 14.10. Bereavement Leave.

In the event of the death of an employee's mother, father, sister, brother, current spouse, child, current mother-in-law, current father-in-law, current step children, current daughter-in-law, current son-in-law, current step-mother or step-father, the employee shall be granted up to forty-eight (48) duty hours off with pay, the second twenty-four (24) duty hours to be charged to accumulated sick leave. A forty (40) hour employee shall be granted up to twenty-four (24) duty hours off with pay, the last eight (8) hours to be charged to accumulated sick leave.

In the event of the death of an employee's grandparents, grandchildren, current brother-in-law, current sister-in-law, or any other relative of the employee residing in the employee's home, the employee shall be excused for twenty-four (24) duty hours [eight (8) hours in the case of a forty (40) hour employee] with pay. The City may request proof of death and of the relationship in question.

Section 14.11. Personal Leave.

Personal leave shall be granted to the employee except when the Department is involved in an emergency, and shall be taken consistent with 23.4(D). It is understood that personal leave shall not be used for purposes other than those for which it was intended and other leave time (such as sick leave) shall not be used for personal leave purposes. Said leave shall not accrue from year to year.

On their anniversary date, each employee will be credited with twenty-four (24) hours of personal leave which may be used during that employees' year in increments of .25 hours for purposes for which other paid leave is not available. Unused personal time may be converted to compensatory time on an hour for hour basis, up to a maximum of either (8) hours per calendar year. Such conversion shall take place on the first day of the pay period following the employee's anniversary date.

Section 14.12. Immediate Family.

Unless otherwise stated in this Agreement, the employee's immediate family shall be defined as follows: mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, or any other person living in the employee's household.

Section 14.13. Payment of Sick Leave to Member Killed in Line of Duty.

If a member is killed in the "line of duty", the City shall pay the member's surviving spouse, or, if there is no surviving spouse, the member's estate, all of the member's accrued, unused sick leave as of the member's date of death. Payment shall be made at the member's straight time hourly rate of pay as of the member's date of death. For purpose of this Section, "line of duty" means that the member was performing official department business at the time of his/her death, or the member's death proximately resulted from the member's performance of his/her lawful duties as a firefighter.

Section 14.14. Family and Medical Leave Act.

The City and the Union recognize and agree that the rights, duties, and obligations of employees and employers conferred by and arising under the Family and Medical Leave Act ("FMLA") shall apply to and be retained by the City and members of the bargaining unit, respectively. Any and all paid and unpaid leave taken by an employee pursuant to a provision of this Agreement which qualifies as FMLA leave shall be so concurrently designated by the City, and such contract leave shall not be supplemental to said FMLA leave.

Section 14.15. Sick Leave Reciprocity. During January of each year, each 40 hour employee who has accumulated one hundred sixty (160) or more hours of sick leave at the time of sign-up, and each 56 hour employee who has accumulated two hundred twenty-four (224) or more hours of sick leave at the time of sign-up, has the option of receiving payment in cash for unused sick leave hours at the end of the preceding fiscal year based on the following calculation table,

provided such employee was entitled to sick leave benefits during all of the twenty-six pay periods of the previous year and is in paid status or on authorized leave without pay at the end of each fiscal year. All employees meeting the minimum requirements for participation will be automatically enrolled in the plan.

CASH BENEFIT CALCULATION
TABLE
(40 hour personnel)

<u>Hours of Sick Leave Taken</u>	<u>Cash Benefit Hours Allowed</u>
0 - 8	64
9 - 16	52
17 - 24	32
25 - 32	24
33 - 40	16
Greater than 40	0

CASH BENEFIT CALCULATION
TABLE
(56 hour personnel)

<u>Hours of Sick Leave Taken</u>	<u>Cash Benefit Hours Allowed</u>
0 - 12	90
13 - 24	72
25 - 36	45
37 - 48	34
49 - 60	24
Greater than 60	0

After the last pay period in the year, the Finance Department will determine employee eligibility based upon the appropriate Cash Benefit Calculation Table listed above. Each employee shall receive an eligibility form indicating the number of hours of sick leave the employee is eligible to redeem through the program. Employees choosing to participate in the reciprocity program must complete and return the form to the Finance Department within the required time period as identified on the form. The period to be utilized in calculating sick leave reciprocity benefits shall be the fiscal year for which payment is to be made.

The number of reciprocity hours paid to each employee will be subtracted from the total accrued unused sick leave. The remainder of the employee's unused sick leave will be carried forward each year as the current sick leave account.

The payment will be made in January of the following fiscal year. The payment will be at the employee's hourly rate (*i.e.*, the 40 hour rate for 40 hour personnel and the 56 hour rate for 56 hour personnel) in effect as of the final pay period of the fiscal year preceding payment.

This section shall automatically expire on December 31, 2017. Continuation of sick leave reciprocity shall depend upon the success of the program in curbing sick leave use and its continuation shall be determined during successor negotiations only if a program is proposed by the City or the Union.

ARTICLE 15 INJURY LEAVE

Section 15.1.

In the event of work related injuries or occupational illnesses incurred in the course of and arising out of employment, the member shall apply for injury leave and shall file a workers' compensation claim. The member shall be paid his regular salary, for the duration of the injury, up to twenty-six (26) weeks without any loss of accumulated sick leave time. Such injury shall be reported to the Chief or their designee immediately. Such leave shall be granted pursuant to the initial diagnosis and certification of a duly licensed physician that the employee is unable to perform the duties and responsibilities of his/her position. Such initial diagnosis and certification may, at the City's option, be made either by the employee's physician, at the employee's expense, or by a physician appointed by the City at City expense. Diagnosis and certification demanded by the City thereafter shall be paid for by the City. Additional injury leave may be granted to the employee by the appointing authority upon formal request. After the expiration of injury leave, an employee may use accrued sick leave or other time off.

Section 15.2. Coordination with Worker's Compensation

The granting of injury leave is subject to an member's signing of an agreement, between the member and the City, whereby the member agrees to assign the City any wage benefits received by the employee from the Bureau of Worker's Compensation for the time period for which paid injury leave is awarded.

Section 15.3. Payment Pending Approval

While the member's request for injury leave is pending, the member may elect to use accumulated sick leave, vacation leave, compensatory time or other time off. Once injury leave is approved, such time usage shall be credited back to the member's appropriate leave balance(s).

ARTICLE 16 MILITARY LEAVE/JURY LEAVE

Section 16.1. Military Leave.

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for seventeen (17) twenty-four (24) hour days or 408 hours in one (1) calendar year.

Employees are required to submit to the City an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official

period of the emergency. Payment for Military Service beyond seventeen (17) twenty-four (24) hour days or 408 hours in the calendar year shall be made in accordance with applicable state law.

Section 16.2. Jury Duty Leave.

The City shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body. All compensation for such duty must be reimbursed to the City unless such duty is performed totally outside of normal working hours. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation time at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

Section 16.3. Special Leave.

In addition to other leaves specified in this contract, the Chief, at his/her sole discretion, may authorize special leaves of absence without pay. The Chief's decision as to special leave is not grievable.

**ARTICLE 17
TUITION REFUND**

Section 17.1. Tuition Refund.

Each full-time employee who is subject to the provisions of this Agreement shall be eligible for a reimbursement of all instructional fees in courses of instruction which are given prior approval by the City and undertaken by him/her, subject to the following conditions:

- A. Members seeking tuition refund shall apply by February 1 of each year. All courses must be taken, to the best of the employee's ability, during off-duty hours. All class hours of instruction must be approved by the Fire Chief prior to enrollment by the employee. Any situation which, in the discretion of the Mayor, would require an employee's presence on the job (i.e., mandatory classes, emergency, overtime) shall take complete and final precedence over any times scheduled for courses. Employees working under the three (3) platoon shift may switch shifts or may be granted time off, to attend classes subject to the advanced authorization of the appointing authority. Reimbursement shall not be denied where a member is prevented from satisfactory completion of course work solely because the member was called back to duty. "Solely because the member was called back to duty" shall mean that the City or Fire Division has denied the member any form of leave, including a trade, or has ordered the employee's presence on duty through mandatory overtime.
- B. Any financial assistance from any governmental or private agency available to an employee whether or not applied for and regardless of when such assistance may be received, shall be deducted in the entire amount from the full tuition reimbursement the employee is eligible for under this Section.

- C. The Ohio Fire Academy and institutions offering approved correspondence courses are acceptable for the purposes of this section. Approved courses may be taken at accredited colleges, universities, technical and business institutes or at their established extension centers. Approved courses offered by recognized institutions and professional organizations related to the Division of Fire and EMS operations may also be included as approved institutions. Applications for approval of institutions and courses must be made to the Fire Chief not less than fifteen (15) days prior to enrollment.
- D. No reimbursement will be granted for books, paper, supplies of any nature, transportation, meals or any other expense connected with any course except the cost of instructional fees. However, if an employee purchases a book for an approved Fire/EMS course, the City shall reimburse the employee for the cost of the book if agreed to by the employee and the Fire Chief and the book shall thereupon become the property of the City.
- E. Reimbursement for the instructional fees of approved course work will be made not more than thirty (30) days after the employee presents to the Fire Chief: (a) an official certificate or a grade report confirming satisfactory completion of the approved course(s) with a grade of C (2.00) or better; (b) a fee card, and (c) proof of payment by the employee.
- F. Reimbursements may also be made to employees for any approved course credit gained from a credit-by-examination or credit through-experience programs. Reimbursement shall be limited to the actual testing expense or amount charged by the institution to credit the employee for past achievements.
- G. Reimbursement is limited to courses and curricula approved by the Fire Chief and listed in paragraphs C, F and K of this Section. The maximum amount any employee may be reimbursed hereunder for any one (1) calendar year is: (1) \$3,500.00 toward an associate's degree or non-degree instruction, or (2) \$3,500.00 towards a bachelor's degree or a master's degree. The maximum total amount of reimbursement for all employees in one (1) calendar year is \$12,500.00. Subject to the individual maximums, a member shall receive a tuition refund in the amount of the member's request equal to \$12,500.00 divided by the number of members who apply, whichever amount is less.
- H. An employee may utilize a deferred payment plan, provided, however, that all requirements for reimbursement, including paragraph E, shall apply.
- I. Any funds not allocated in the initial request period shall be available to members on a first come first served basis, with seniority used as a tie breaker, during the remainder of the fiscal year. Members who have applied and been approved for funds and who then do not attend class shall notify the Fire Chief and the Union President or designee, and those funds shall be then made available to other members in accordance with this Section. Any funds approved but not expended because a member did not meet refund requirements shall be available to other members in accordance with this paragraph.

- J.** Should any amount of reimbursement be subject to taxation as income, the full amount of the tax shall be the responsibility of the employee. Any amount received by an employee as reimbursement from the City under this Section shall not be considered in calculating the employee's "regular rate of pay."
- K.** The following courses, degree programs and institutions shall be considered approved for tuition reimbursement subject to the provisions of paragraphs A-J of this Section:
1. Courses and curricula at approved institutions relating to the following subject matter or degree programs:
 - Fire Science/Protection
 - Hazardous Materials
 - Public Safety Management
 - Emergency Medical Services
 - Disaster Planning/Management
 - Fire Safety Engineering
 - Any job-related field as approved by the Fire Chief
 2. Approved institutions include:
 - Columbus State Community College
 - Hocking College
 - University of Cincinnati
 - University of Akron
 - Cleveland State University
 - Clark State Community College
 - Franklin University
 - Ohio State University
 - Any other educational institutions approved by the Fire Chief

Section 17.2. Resignation or Discharge.

If a member resigns or is discharged prior to the completion of two (2) years of employment following the completion of any course work, the member shall repay the tuition reimbursement paid by the City for courses taken within the previous two (2) year period. If necessary, the amount owed by the member shall be deducted from the member's final paycheck.

The intent of this Article is to benefit both employee and employer through the education medium.

**ARTICLE 18
BULLETIN BOARDS**

Section 18.1.

The Union agrees that no notices will be placed on any bulletin board which contain:

- A. Personal attacks upon City officials or fellow employees;
- B. Scandalous, scurrilous or derogatory attacks upon the City Administration;
- C. Attacks on any other employee organizations; and
- D. Attacks on and/or favorable politically-oriented comments regarding a candidate for public or Union office.

Section 18.2.

The location of the Union bulletin board shall be where it is convenient to the membership and conducive to reading, but not in a location frequented by non-employees.

**ARTICLE 19
CORRECTIVE ACTION**

Section 19.1. Corrective Action for Cause.

No Bargaining Unit member shall be reduced in pay or position, suspended, removed, or reprimanded, except for just cause.

Section 19.2. Progressive Correction Action.

The principles of progressive corrective action will be followed with respect to minor infractions, as determined by the Fire Chief. The progression may include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal. The City may deviate from this progression for serious job related misconduct or for any serious criminal misconduct, at the discretion of the Fire Chief or the Mayor.

Section 19.3. Departmental Hearings.

Prior to a departmental hearing before the Mayor (or his/her designee), the Bargaining Unit member will receive from the Fire Chief a written statement of all charges and specifications. At such hearing, the member will be allowed to be represented by a person of his/her choosing.

If a member is charged with gross insubordination, illegal possession of firearms, dishonesty, fighting, or being under the influence of alcohol or drugs, the member will be suspended from performance of their regular duty without loss of pay until a hearing is held on these allegations.

Section 19.4. Review of Personnel Files.

Every member shall be allowed to review their personnel files at any reasonable time upon request. Prior to entering information in a member's personnel file, the member shall review and initial the information. A member's refusal to initial such information may be cause for discipline pursuant to this Article. A member's initial on the information shall be viewed by the parties only as a representation that the member has read it and shall not be viewed as a representation that the member has concurred in any or all of the contents or comments therein. The member shall be permitted to receive a copy of any information placed into his/her file upon request. Any such requests shall be made directly to the supervisor involved in maintaining the personnel file. A member's personnel file shall be reviewed by the Fire Chief and the member at least once every two years. A log of all information entered into a member's personnel file shall be maintained.

Section 19.5. Inaccurate Documents.

Should a member have reason to dispute the accuracy, relevance, timeliness, or completeness of any documents in his or her file, the member may notify the Fire Chief in writing of his/her specific concern. The member shall have the right to submit a written statement detailing his or her objections to the materials in question, and this statement will be attached to the information in question and remain a part of the personnel file as long as the information being questioned is part of that file.

Section 19.6. Performance Evaluations.

A member's signature on any performance evaluation shall be viewed by the parties only as representation that the employee has read it and shall not be viewed as a representation that the Bargaining Unit member has concurred in any or all of the contents or comments therein. The member of the Unit shall, upon request, receive a copy of the evaluation in its final form and nothing shall be added thereafter. Performance evaluations shall not be subject to the Grievance Procedure.

Section 19.7. Duration of Records.

Oral reprimands will be documented and will be retained by the Department in the Fire Chief's administrative personnel file. All corrective actions of record, except oral reprimands, but including written reprimands, suspensions, reductions, or removals will be maintained in each member's Civil Service personnel file throughout his/her period of employment. Copies of such corrective action of record shall be maintained in the Fire Chief's administrative personnel file, with the following exceptions: (A) records of written reprimands will be removed from the administrative personnel file upon the written request of the member, not earlier than one (1) year after such was given if no further disciplinary action has occurred within that one (1) year period; and, (B) any records of suspensions of three (3) days or less will be removed from the administrative file upon written request of the member, not earlier than four (4) years after such was given if no further disciplinary action has occurred within that four (4) year period. Written reprimands and suspensions so removed from the administrative personnel file shall be given to the member. In any case in which a written reprimand, suspension, reduction, or removal is disaffirmed through the grievance procedure, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmation; in addition, unsubstantiated or

unproved allegations or complaints of misconduct made against a member and appearing in the City files shall not be considered in future disciplinary action or promotional considerations. Upon written request of the member, oral reprimands shall be expunged from the Fire Chief's administrative personnel file and returned to the member no later than six (6) months after issuance, provided no further discipline has been imposed. For purposes of determining the appropriate discipline under the progressive discipline policy, no disciplinary actions removed or subject to removal from the Fire Chief's administrative file shall be considered by the City Administration.

Section 19.8. Placement of Material in Personnel File.

Any document relating to the member's employment status with the City, except for routine payroll information furnished to the Director of Finance, which does not include as part of normal distribution a copy from or to the member, shall not be placed in the personnel file unless the member is provided a copy of the document.

**ARTICLE 20
WORK RULES, POLICIES AND DIRECTIVES**

Section 20.1. Right to Publish Rules and Regulations.

It is understood that the City has the sole and exclusive statutory authority to promulgate reasonable work rules, policies, procedures and directives to regulate the conduct of the City's business. Such matters, whenever possible, will be reduced to writing and made available to all members prior to implementation. The signature of an employee on such written policies, procedures and directives shall only be viewed by the City as evidence that the employee read it, and not that the employee necessarily agreed with it.

Section 20.2. Copies of Rules and Regulations.

All employees for the duration of this Agreement shall be supplied with a personal copy of the Rules and Regulations of the City of Grandview Heights Fire Department and this Agreement immediately upon reporting to work, as well as any changes.

Section 20.3. Non-Conflict with Agreement.

The City agrees that the work rules, policies, procedures, and directives it establishes shall not conflict with the terms and conditions of this Agreement, and the Union agrees that unless there is a direct conflict, the Grievance Procedure shall not be utilized to interfere with the City's management rights.

Section 20.4. Civil Service Rules.

An up-to-date copy of the Civil Service Rules shall be supplied to the union upon compilation by the City.

**ARTICLE 21
WAIVER IN CASE OF EMERGENCY**

Section 21.1.

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the city of Grandview Heights Mayor or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer: A. time limits and the processing of grievances; and, B. all work rules and/or agreements and practices relating to the assignment of employees.

Section 21.2.

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

**ARTICLE 22
COPIES OF AGREEMENT**

Section 22.1. Copies of Agreement.

The City agrees to provide a copy of this Agreement to each member of the bargaining unit.

**ARTICLE 23
HEALTH AND SAFETY**

Section 23.1. Safe Equipment and Practices.

The City agrees to use its best efforts to furnish and maintain in adequate working condition all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the City.

Section 23.2. Reporting of Unsafe Equipment.

Any equipment, tools, and/or vehicles which are unsafe shall immediately be reported if the equipment's safety is questionable. An investigation shall be made by the City and corrective action shall be taken, if necessary.

Section 23.3. Corrective Lens.

The City shall provide, for those employees who wear corrective lenses, reimbursement for specialized eyewear or inserts that provide vision correction compatible with the wearing of self-contained breathing apparatus. Such reimbursement shall be for those devices approved by the Fire Chief.

Employees shall be entitled to such reimbursement upon providing receipt of purchase for such items to the Fire Chief. Only one such purchase shall be reimbursed per calendar year, and reimbursement shall not exceed \$100 per purchase.

Section 23.4 Minimum Staffing

- A. The City agrees that, to the best of its ability, it shall maintain a minimum staff of four (4) Bargaining Unit members on duty and available to respond to emergencies at all times, which shall include a Captain or Acting Captain. Employees assigned to forty (40) hour positions shall not be included as part of the minimum level during their regularly scheduled work day.
- B. The Union recognizes that the City's ability to maintain staffing levels is, in part, dependent on the willingness and availability of Bargaining Unit members to work.
- C. The Union agrees that the City may utilize any part-time or provisional personnel, provided that such personnel have the same minimum qualifications as full-time members of the Bargaining Unit. Provisional employees will be provided with the same benefits as Bargaining Unit members.
- D. If the Bargaining Unit member is granted leave, the leave may not be for a period of less than three (3) hours, unless the leave is contiguous with the beginning or end of the Bargaining Unit member's shift.

**ARTICLE 24
INSURANCE**

Section 24.1. Insurance.

The City shall offer a group health care and dental care insurance program to members. The health care insurance program shall include hospitalization, surgical, major medical, prescription drug, dental care, vision and an employee assistance program. An insurance advisory committee shall be established consisting of a representative from each City department or division, including one (1) representative selected by the Union. During the last quarter of each calendar year, the committee shall meet with the Director of Finance to confer, review proposals and provide input for the group health care, vision and dental care programs being considered by the City for the following calendar year. The City shall select the group health care, vision and dental plans and the carrier(s). The coverage and benefits shall be substantially similar to those in effect on December 31, 2010. The City shall provide plan enrollment forms and benefit information.

Section 24.2. Health and Dental Care Insurance Premiums.

The city shall pay eight-five percent (85%) of the cost per member for single and family coverage. The member shall pay fifteen percent (15%) of the cost per member for single and family coverage. Members' premium payments shall be made by payroll deduction. The City will maintain a Section 125 plan that conforms to current IRS regulations, and members shall be eligible for participation in the Section 125 plan.

Section 24.3. Life Insurance.

The City shall provide \$75,000 group term life insurance coverage for each member. The City shall pay 100% of the premium for this coverage. The total amount of coverage shall be doubled for a member killed in the line of duty.

Section 24.4. Insurance - General Provision.

- A. With respect to all insurance coverage provided to employees, the City retains the right to change insurance carriers or self-insure all or any portion of the benefits.
- B. A difference between an employee (or their beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate representatives who will be available for consultation with claimant employees (or with a designated Benefit Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.
- C. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or to the Union; nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee.
- D. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

Section 24.5. Non-Duplication of Benefits.

- A. In the event any employee or dependent is entitled to benefits under any employee group insurance plan, employer's self-insurance plan, or governmental plan providing benefits similar or identical to the benefits payable under the Group Insurance Plan covered by this Agreement, the benefits that would be payable under this Group Insurance Plan shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this Group Insurance Plan and under any other plan shall not exceed the amount provided for under this Group Insurance Plan. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the employee parent will be considered primary.

B. The benefits provided for under the Group Insurance Plan covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, death, etc., benefits. It is intended that the benefits provided by the Group Insurance Plan covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law not now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the Group Insurance Plan covered by this Agreement are not considered in substitution therefore, the benefits provided for under the Group Insurance Plan covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

Section 24.6. Availability of Group Coverage.

Coverage shall be in effect at the end of 30 days of employment with the City or as soon as coverage under the City's policies can be effectuated.

**ARTICLE 25
WAGES AND BENEFITS**

Section 25.1. Wages.

For persons hired prior to the effective date of this contract:

<u>EFF. 12/24/14 - 3%</u>		ANNUAL	BI-WEEKLY	HOURLY
Firefighter/EMT Trainee	Yr 1	\$ 48,776.00	\$ 1,876.00	\$ 16.75
Firefighter/EMT 1	after 1 yr	\$ 53,959.36	\$ 2,075.36	\$ 18.53
Firefighter/EMT 2	after 2 yrs	\$ 62,345.92	\$ 2,397.92	\$ 21.41
Firefighter/EMT 3	after 3 yrs	\$ 72,344.08	\$ 2,782.08	\$ 24.84
Fire Captain		\$ 83,166.72	\$ 3,198.72	\$ 28.56

EFF. 12/23/15 - 3%

Firefighter/EMT Trainee	Yr 1	\$ 50,232.00	\$ 1,932.00	\$ 17.25
Firefighter/EMT 1	after 1 yr	\$ 55,590.08	\$ 2,138.08	\$ 19.09
Firefighter/EMT 2	after 2 yrs	\$ 64,209.60	\$ 2,469.60	\$ 22.05
Firefighter/EMT 3	after 3 yrs	\$ 74,518.08	\$ 2,866.08	\$ 25.59
Fire Captain		\$ 85,671.04	\$ 3,295.04	\$ 29.42

EFF. 12/21/16 - 3%

Firefighter/EMT Trainee	Yr 1	\$ 51,746.24	\$ 1,990.24	\$ 17.77
Firefighter/EMT 1	after 1 yr	\$ 57,249.92	\$ 2,201.92	\$ 19.66
Firefighter/EMT 2	after 2 yrs	\$ 66,131.52	\$ 2,543.52	\$ 22.71
Firefighter/EMT 3	after 3 yrs	\$ 76,760.32	\$ 2,952.32	\$ 26.36
Fire Captain		\$ 88,233.60	\$ 3,393.60	\$ 30.30

For persons hired after the effective date of this contract:

EFF. 12/24/14 - 3%

		ANNUAL	BI-WEEKLY	HOURLY
Firefighter/EMT Trainee	Yr 1	\$ 48,776.00	\$ 1,876.00	\$ 16.75
Firefighter/EMT 1	after 1 yr	\$ 51,775.36	\$ 1,991.36	\$ 17.78
Firefighter/EMT 2	after 2 yrs	\$ 55,531.84	\$ 2,135.84	\$ 19.07
Firefighter/EMT 3	after 3 yrs	\$ 60,016.32	\$ 2,308.32	\$ 20.61
Firefighter/EMT 4	after 4 yrs	\$ 66,015.04	\$ 2,539.04	\$ 22.67
Firefighter/EMT 5	after 5 yrs	\$ 72,334.08	\$ 2,782.08	\$ 24.84
Fire Captain		\$ 83,166.72	\$ 3,198.72	\$ 28.56

EFF. 12/23/15 - 3%

Firefighter/EMT Trainee	Yr 1	\$ 50,232.00	\$ 1,932.00	\$ 17.25
Firefighter/EMT 1	after 1 yr	\$ 53,318.72	\$ 2,050.72	\$ 18.31
Firefighter/EMT 2	after 2 yrs	\$ 57,191.68	\$ 2,199.68	\$ 19.64
Firefighter/EMT 3	after 3 yrs	\$ 61,821.76	\$ 2,377.76	\$ 21.23
Firefighter/EMT 4	after 4 yrs	\$ 67,995.20	\$ 2,615.20	\$ 23.35
Firefighter/EMT 5	after 5 yrs	\$ 74,518.08	\$ 2,866.08	\$ 25.59
Fire Captain		\$ 85,671.04	\$ 3,295.04	\$ 29.42

EFF. 12/21/16 - 3%

Firefighter/EMT Trainee	Yr 1	\$ 51,746.24	\$ 1,990.24	\$ 17.77
Firefighter/EMT 1	after 1 yr	\$ 54,920.32	\$ 2,112.32	\$ 18.86
Firefighter/EMT 2	after 2 yrs	\$ 58,909.76	\$ 2,265.76	\$ 20.23
Firefighter/EMT 3	after 3 yrs	\$ 63,685.44	\$ 2,449.44	\$ 21.87
Firefighter/EMT 4	after 4 yrs	\$ 70,033.60	\$ 2,693.60	\$ 24.05
Firefighter/EMT 5	after 5 yrs	\$ 76,760.32	\$ 2,952.32	\$ 26.36
Fire Captain		\$ 88,233.60	\$ 3,393.60	\$ 30.30

The hourly rate of compensation for annual salary shall be based on two thousand nine hundred twelve (2,912) hours per year.

Section 25.2. Longevity Pay.

For all full-time, permanent employees of the Division of Fire, there is hereby established a "longevity pay schedule" payment to employees for continuous service with the City, which payment shall be in addition to all other compensation received by such employees.

- A. After the fifth anniversary of the date of employment or appointment, and each anniversary date thereafter, the employees specified herein shall be eligible to receive longevity pay of \$500.00, plus \$50.00 per year for each subsequent year of employment. For example, the first payment of such leave shall be paid in December of the employee's sixth (6th) year of employment in the amount of \$500.00.
- B. Payment shall be in a lump sum, payable in December of each year. Longevity payment shall not be classified in regular hourly rate of overtime rate.
- C. The amount received shall be pro-rated from the anniversary date through December of that year.
- D. Wherever the anniversary date falls within the month, longevity will be paid for the entire month.

Section 25.3. Uniform Allowance.

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer and maintained in good, safe condition.

Section 25.4. Allowance For Personal Items.

In the event of loss, destruction of, or irreparable damage to an employee's corrective lenses in the performance of required duties, an employee shall be reimbursed for the difference between: (1) the cost of replacement of the corrective lenses, and (2) the amount payable for such replacement under the vision plan, upon presentation to the Fire Chief of a receipt evidencing the fact and cost of such replacement and the vision plan's disposition of the employee's corrective lenses claim. In order to be eligible for such reimbursement, prompt reporting of the incident to the Fire Chief or shift commander and recording of the incident on the daily report and/or incident report is required. Reimbursement shall not be made if the employee's wrongful conduct or negligence contributed to the loss, damage or destruction.

Section 25.5. Working out of Classification.

An employee who is required to accept responsibilities and carry out the duties of a position or rank above that which he/she normally holds, shall be paid at the rate for that position or rank while so acting.

Section 25.6 Medic Certification Supplement

Paramedics obtaining or maintain the requisite certifications/re-certifications shall receive supplemental pay of \$650 in 2015, \$900 in 2016 and \$1,150 in 2017, payable one-time with the last regular pay occurring prior to December 31 of each respective year.

Employees hired on or after January 1, 2015 shall be required to maintain their EMT-Paramedic certification or re-certification. Once the Fire Department reaches a threshold to meet its operational needs, as determined by the Fire Chief and Appointing Authority, bargaining unit members shall be given the opportunity, in inverse order of length of service with the Fire Department, to only maintain EMT-basic certification.

Section 25.7 40-Hour Employee Supplement

No position other than Fire Inspector and Staff Captain shall be designated as a 40-hour-a-week position except by the Fire Chief, in conjunction with the approval of the Appointing Authority.

Persons working 40-hour positions shall receive a supplement of \$1,500 per year, payable one-time with the last regular pay occurring prior to December 31 of each respective year.

**ARTICLE 26
APPOINTMENTS**

Section 26.1. Appointments.

When filling entry-level and promotional vacancies, the City shall appoint one of the three candidates certified by the Civil Service Commission. If the selected promotional candidate is not the person with the highest score on the civil service examination, the City shall provide the Union, at its request, written details as to why the higher scoring individual(s) was not selected. When the eligible list contains fewer than three names, the City may appoint one of the candidates to the vacant position, or make a provisional appointment.

**ARTICLE 27
PHYSICAL FITNESS PROGRAM**

The Union and the City agree to the implementation of an on-going physical fitness program, designed to promote the wellness of employees of the Division of Fire, and to enhance their efficiency in fulfilling the Division's mission.

Particular aspects of the program shall be laid out and agreed to by the City and the Union and shall be set forth in a memorandum of understanding.

The Union recognizes the City's right to mandate participation by all employees in the fitness program. The Union recognizes the City's right to establish and mandate minimum performance requirements for all employees. These requirements shall also be laid out and agreed to by the City and the Union, and shall be included in the memorandum of understanding.

ARTICLE 28
LABOR/MANAGEMENT ADVISORY COMMITTEES

The Union and the City agree that from time to time, it is advantageous to both the members of the bargaining unit and the administration of the Fire Division to develop joint committees for the purpose of researching safety and efficiency topics, monitoring work procedures, or to perform other administrative functions. The Union and the City agree to permit such committees to be formed and to function when agreed to by both parties.

When such committees are agreed to, they shall function in an advisory capacity to the administration of the Division of Fire. The City agrees that the Union shall appoint its own members to such committees.

The Union agrees that the Division of Fire has the right to form committees without the approval of the Union, and that members of the bargaining unit may serve on such committees as appointed by the Fire Chief.

ARTICLE 29
SENIORITY

Section 29.1. Seniority Defined.

For purposes of this contract, "seniority" shall be defined as total continuous service as a regular full-time sworn member of the Fire Department. Seniority shall commence on the date a member becomes employed by the Department. Continuous service shall reflect the uninterrupted service of a member as calculated by years/days of service. Continuous service shall be interrupted only when a "break in service" occurs.

A "break in service" only occurs in the following instances:

1. separation because of resignation, except where a member is rehired within thirty (30) days of resignation;
2. removal;
3. failure to return from an authorized leave of absence;
4. failure to respond to a notification of recall.

A "break in service" shall not occur if a member is reinstated due to the disaffirmance of a removal. A member who has a "break in service" and who is subsequently rehired or reinstated, shall not receive continuous service credit for the time spent during the "break in service"; however, the member shall receive continuous service credit except for the period of time in which the 'break in service' occurred for purposes of continuous service credit. For purposes of calculating continuous service credit for bidding on assignments or for layoff, the continuous service credit of a member whose break in service was for a period of one (1) year or more shall be calculated from the date of most recent employment.

Section 29.2. Seniority List.

The Department shall maintain an accurate seniority list available for review by the Union and bargaining unit members.

**ARTICLE 30
LEAVE DONATION**

A member may voluntarily donate sick leave or vacation leave time to other members. Such voluntary donations shall be administered in accordance with the City's leave donation ordinance and administrative policy.

**ARTICLE 31
DURATION**

Section 31.1.

This Agreement shall be effective as of January 1, 2015, and shall remain in full force and effective through midnight, December 31, 2017.

Section 31.2.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be via certified mail with return receipt requested or a date and time stamped letter of intent. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

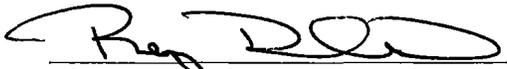
Section 31.3.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written are hereby canceled. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

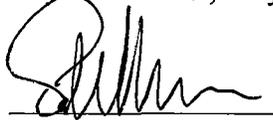
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this _____ day of January, 2015.

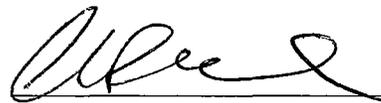
FOR THE CITY OF GRANDVIEW HEIGHTS

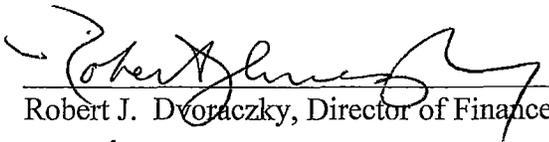
FOR THE CITY OF GRANDVIEW HEIGHTS FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL #1792


Ray E. DeGraw, Mayor


James L. Dugger, President, Local 1792


Patrik Bowman, Director of Administration


Chris Evrard, Vice President, Local 1792


Robert J. Dvoraczky, Director of Finance


Wilbur Helsel, Secretary/Treasurer
Local 1792


Steve Shaner, Fire Chief

Approved as to form:


Marie-Joëlle C. Khouzam, City Attorney


Henry A. Arnett, Attorney for
IAFF Local 1792

Approved by the Grandview Heights City Council on the 20th day of January 2015, by Ordinance Number 2015-02