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A COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SHELBY, OHIO

AND

**THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL #2492**

SERB Case # 2015-MED-08-0726

Effective: January 1, 2016

Expires: December 31, 2018

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GLOSSARY

Tour	A 24 hour period of time that members of the bargaining unit work.
Shift	Consists of the number of individuals which may include a ranked officer or officers as determined by the Employer whose work hours are 24 hours, or 1 tour.
Kelly Day	Is a day off as assigned by the Fire Chief in a designated work cycle and in accordance with Section 17.02 of the agreement.
Full Turn Out Gear	The Employer will furnish, and thereafter maintain, at no cost to the employee, gloves, a helmet, and protective clothing per Ordinance 41.21 ORC for structural firefighting necessary to preserve and protect the safety and health of fire fighters.
Probationary	Is one year from date of hire with 90 day evaluations and subject to all civil service rules and regulations. During such probationary period, employees do not receive holidays or holiday pay for working on a listed holiday.
Employee	In this contract, employee means full-time employees including Captains, Fire Fighters, Floaters.
Annual Work Hours	Pursuant to this agreement, the annual number of hours worked by employees is 2,756.

PREAMBLE

This agreement, entered into by and between the City of Shelby, hereinafter referred to as the "Employer," and the International Association of Fire Fighters, Local #2492, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 PURPOSE AND INTENT

Section 1.01. In an effort to continue harmonious and cooperative relationships with its employees and to ensure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the citizens of the City of Shelby; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 2 RECOGNITION

Section 2.01. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to all matters pertaining to or affecting wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, as provided by R.C. § 4117.08, for all full-time employees employed and occupying the position of Fire Fighters and Fire Captain, but excluding the Fire Chief. This bargaining unit shall exclude all part-time, seasonal, temporary, and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.01. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, discharge, transfer, suspend, and discipline employees;
2. determine the number of persons required to be employed, laid off, or discharged for just cause;
3. determine the qualifications of employees covered by this agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention, and promotion of employees to or for positions not within the bargaining unit established by this agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer, and/or consolidate work processes and facilities;
13. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes, or work;
14. terminate or eliminate all or any part of its work or facilities.

Section 3.02. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this agreement are, and shall remain, exclusively those of the Employer.

Section 3.03. To the extent that decisions implemented pursuant to the management rights provision are violative of this agreement, they may be subject to the grievance procedure.

ARTICLE 4
MAINTENANCE OF MEMBERSHIP AND PAYROLL DEDUCTIONS

Section 4.01. Bargaining unit employees who have voluntarily signed dues authorization cards or sign such cards before the execution of this agreement agree that they shall maintain their membership in the Union during the term of this agreement. It is acknowledged and agreed that nothing in this provision shall be construed to require employees to sign authorization cards or become Union members. The parties agree that employees who voluntarily sign authorization cards shall sign the cards or forms attached to this agreement.

Section 4.02. As provided in the Ohio Revised Code 4117.09 (C), nothing in this article shall be deemed to require any employee to become a member of the Union.

Section 4.03. The Employer agrees to deduct Union dues from any member of the bargaining unit who provides written authorization for a payroll dues deduction. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the Employer in complying with the provisions of this article. Dues shall be deducted by the Employer on a monthly basis and remitted to the IAFF Local 2492.

Section 4.04. Check Off. The Director of Finance and Public Record shall be and is hereby authorized to provide for the following check off from employees, at no charge, to wit:

1. Union dues;
2. Approved group insurance premiums;
3. Credit Union;
4. IRA;
5. Child Support;
6. Military Time Credit;
7. Deferred Compensation.

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.01. The Union and each and every member thereof agrees that during the term of this agreement it and they will not condone, sanction, or authorize strikes, walkouts, sitdowns, slowdowns, sickouts, or other interference with the services provided, and it will not interfere with the services of any other department of the City of Shelby, Ohio. It being understood, however, that the Employer will not hold the Union responsible financially or otherwise for any strike, walkout, sitdown, slowdown, or sickout which the Union neither condones, sanctions, nor authorizes, but the City may hold the individual employees who participate personally responsible.

Section 5.02. The Union further agrees that if any unauthorized strike occurs, officials of Local #2492 of the International Association of Fire Fighters will immediately meet with the City and take appropriate action to end the strike, including but not limited to, public renunciation of the

strike, and instructions to employees to return to work. The Union agrees that in the event of a strike, in violation of this agreement, the City may take disciplinary action against those workers who take part in the strike.

Section 5.03. The City agrees that during the term of this agreement, it will not "lockout" any employee of the Union and keep him or her from performing his or her job.

ARTICLE 6 EMPLOYMENT PRACTICES

Section 6.01. The parties agree that neither the Employer nor the Union shall discriminate against any individual on the basis of his membership or participation in Union matters. Both parties further agree that they will not discriminate against any employee because of such individual's race, color, religion, age, sex, national origin or ancestry, political affiliation, disability, military status, or veteran's status.

Section 6.02. All references to "employees" shall be construed to designate both male and female employees. Whenever the male gender is used alone, it shall be construed to include both male and female employees and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

Section 7.01. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Safety Director and/or his designee and the Fire Chief shall meet with not more than two (2) designated representatives of the local Union and/or the IAFF Staff Representative to discuss pending problems and to promote a more harmonious labor/management relationship. Upon mutual agreement of the parties, additional people may be invited to attend the labor management meeting.

Section 7.02. The labor-management committee shall not be used to bypass the normal chain of command, unless the problems are unable to be solved at the department level or have been previously addressed at the department level without any solution.

Section 7.03. An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Discuss grievances which have not been processed beyond Step 3 of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;

- E. Consider and discuss health and safety matters and to review current and proposed revisions to the Standard Operating Procedures which concern health and safety issues;
- F. To consider recommendations for changes from the Union in Standard Operating Procedures, Rules and Regulations.
- G. When mutually agreed upon by the bargaining unit, Employer, and the Union, to discuss the impact of operational changes made by the Employer on wages, hours, terms and other conditions of employment.

Section 7.04. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened no later than fourteen (14) days following the request for such meeting unless otherwise mutually agreed by the parties.

Section 7.05. Employee representatives who are scheduled to be at work during the time of this meeting shall suffer no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting. Those who are in attendance, as provided for in Section 1 of this article, on their off-duty time, shall not be compensated; however, schedules may be adjusted as mutually agreeable.

Section 7.06. When mutually agreed upon by the bargaining unit, the Employer, and the Union, labor/management meetings may be utilized as negotiation sessions intended to alter and/or amend the collective bargaining agreement.

ARTICLE 8 BULLETIN BOARD

Section 8.01. The Employer shall furnish a wall space within the department for the sole purpose of erecting a bulletin board to be used by members of the Union.

1. Such bulletin board shall be used only for posting notices bearing the written approval of the Union, and shall be solely for Union business and recreational and social activities of the Union.
2. There shall be no notices or other writings posted which contain anything political, controversial, or critical of the Employer or any other institutions or any employee or other persons.

Section 8.02. A copy of all items to be posted shall be provided to the Employer upon request.

ARTICLE 9 USE OF DEPARTMENT FOR IAFF MEETINGS

Section 9.01. Meetings of the International Association of Fire Fighters will be permitted on City property when and where work is not interrupted and where the efficient operations of the

Fire Department are maintained. The Employer shall be informed of the scheduled meeting time and location.

ARTICLE 10 SAFETY AND HEALTH

Section 10.01. The Employer agrees to make reasonable efforts to maintain safe working condition in all facilities, vehicles, and equipment of the Shelby Fire Department and furnished by the Employer, to carry out the duties of the bargaining unit position. Safety must be a prime concern of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions and working methods for its employees.

Section 10.02. The employee(s) accepts the responsibility not to neglect or abuse his tools, equipment, and work area, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe should be reported to the employee's supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will attempt to correct any which are found and see that the safety and working methods are followed by his employees.

ARTICLE 11 REPRESENTATIVES

Section 11.01. An employee has the right to the presence and advice of an International Association of Fire Fighters representative at all disciplinary interviews.

Section 11.02. The designated Union representative on each shift shall suffer no loss in pay for necessary time spent in the good faith processing of grievances and at any meetings at which the employee requests a representative to be present. However, regularly scheduled work time shall not be used for the investigation of grievances by the representatives, without prior approval of the officer in charge.

Section 11.03. The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment, pursuant to this section, the representative must obtain approval from the Chief of Fire or his designee. If the representative is the officer in charge of the shift, he must obtain approval from the Chief of Fire or his designee.

Section 11.04. The Union President, or his designee, shall be entitled to one hundred forty-four (144) hours unpaid Union time annually, with two (2) weeks written notification to the Employer. The Union President, or his designee, shall be entitled to use vacation or other accumulated time, except sick leave, but consideration may be given to the trading of days off.

Section 11.05. Not more than two (2) employees on any one (1) shift may be able to attend bargaining sessions during that shift; however, such employees shall be subject to radio call when necessary.

ARTICLE 12 SICK LEAVE

Section 12.01. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; and/or (3) illness, injury, or death in the employee's immediate family.

Section 12.02. All employees shall earn sick leave at the rate of thirty (30) hours per month and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than three hundred sixty (360) hours in any calendar year.

Effective January 1, 2017, all employees shall earn sick leave at the rate of twenty-eight (28) hours per month and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than three hundred thirty-six (336) hours in any calendar year.

Effective January 1, 2018, all employees shall earn sick leave at the rate of twenty-six (26) hours per month and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than three hundred (300) hours in any calendar year.

Section 12.03. An employee who is absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent. Failure to notify the Employer at least one-half (1/2) hour prior to the start of his shift shall result in denial of sick leave pay for that tour

Section 12.04. Sick leave may be used in segments of not less than one (1) hour.

Section 12.05. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury, or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer. In any event, an employee absent for more than one (1) (twenty-four [24] hours) tour of duty must supply a physician's report to be eligible for paid sick leave.

Section 12.06. If an employee fails to submit adequate proof of illness, injury, or death, upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the Employer, at his sole discretion, finds there is not satisfactory evidence of illness, injury, or death, sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.

Section 12.07. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 12.08. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties, and that his return to duty will not jeopardize the health and safety of other employees.

Section 12.09. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, and dependents living with the employee.

Section 12.10. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 12.11. Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within one (1) year from his termination from such other public employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this agreement.

Section 12.12. Each employee who has accumulated sick leave in excess of 2,160 hours can forfeit his accumulated sick leave for additional vacation. Each employee with such an excess of sick leave can forfeit forty-eight (48) hours of sick leave in exchange for an additional twenty-four (24) hours of vacation. No employee shall be entitled to more than an additional one hundred-twenty (120) hours of vacation in any year. Further, no employee shall be permitted to forfeit sick leave if doing so would reduce said employee's sick leave total below 2,160 hours. Only sick leave which has accrued can be forfeited in exchange for additional vacation time.

ARTICLE 13 FUNERAL LEAVE

Section 13.01. An employee shall be granted time off with pay for the purpose of attending the funeral upon the death of a member of employee's family. The employee shall be entitled to a maximum of one (1) twenty-four (24) hour tour of duty off for each death in his family. For purposes of this article, "immediate family" shall be defined as to only include the employee's: spouse, child, parents, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, mother-in-law, father-in-law, and to include the step relation of all listed above, any other relative living with the employee at the time of death and any person who stood as in loco parentis to the employee as a child.

Section 13.02. If an employee requires more time than provided for in the above paragraph, or should he wish to attend the funeral of any relative not listed above, he may utilize vacation time, sick leave, compensatory time, or leave without pay, with the approval of the employee's department head.

ARTICLE 14 VACATIONS

Section 14.01. Each full-time employee, upon completion of the appropriate amount of continuous full-time service with the Employer, shall be entitled to a paid vacation in accordance with the following schedule:

Upon Completion

Tours and Number of Calendar Days

1 year	120 hours
5 years	192 hours
14 years	240 hours
20 years	312 hours

Section 14.02. Vacation leave shall be granted on an annual basis after one (1) year of completed service as set forth in this article. However, in the event an employee has used vacation leave prior to his anniversary date (vesting date for earned vacation), and is separated from service for whatever reason prior to his anniversary date, such employee shall reimburse the Employer the unearned vacation leave on a pro-rated basis at the time of separation.

Section 14.03. Employees shall select vacation time off, by seniority, not later than March 1st of each year. In the event an employee has not selected vacation pursuant to this article, his vacation time off shall be subject to the approval of the department head.

Section 14.04. Vacation time shall not be carried over from one (1) year to another without the express written authorization of the department head. An employee may cash in up to five (5) tours of unused vacation per year provided that the employee notifies the Employer in writing by November 1st of each year. Payment for vacation converted to pay shall be made the first pay in December.

Section 14.05. Vacation time shall be taken in segments of not less than one (1) tour.

Section 14.06. Prior service with the county or any political subdivision of the state shall not be used in determining service credit for purposes of vacation accumulation.

Section 14.07. In the event that a holiday, as defined herein, falls within an employee's paid vacation period, such employee shall receive holiday pay in addition to vacation pay.

**ARTICLE 15
INJURY LEAVE**

Section 15.01. When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave in the amount of his regular hourly wage, not to exceed one hundred twenty (120) calendar days from the injury date, providing that he files for workers' compensation medical only benefits. Such leave shall commence after the employee utilizes his sick leave for the first two (2) tours. During the period of injury on duty leave, the City may request that the employee participate in a transitional work program or may offer the employee the opportunity for a light duty assignment.

Section 15.02. If at the end of this one hundred twenty (120) calendar day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) day period.

Section 15.03. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the employee is unable to return to work due to the injury as a condition precedent to the employee receiving benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave. Refusal of an employee to submit to the required physical exam shall be just cause for termination.

Section 15.04. If the employee's physician's opinion differs from the Employer's physician's opinion, the two (2) physicians, upon request of either party, shall mutually select a third physician whose opinion shall govern. The requesting party shall bear the cost of the third physician.

ARTICLE 16 HOLIDAYS

Section 16.01. All regular employees, after one (1) year of continuous service, shall be entitled to the nine (9) paid holidays as set forth below.

Section 16.02. Each employee shall be paid for the holidays; for the purpose of computation of holiday pay, all employees' holiday pay shall be computed on the basis of 2,080 working hours per year to determine their base hourly rate. Holiday time shall be computed based upon the formula set forth below.

$$\begin{aligned} & 2080 \text{ rate} \times 72 \text{ (8 hours for 9 holidays)} = \text{(Additional Holiday Pay)} \\ \text{plus } & 2080 \text{ rate} \times \text{actual holiday hours worked} = \text{(Payable in the pay period)} \end{aligned}$$

Section 16.03. Additional holiday pay shall be paid to all regular Fire Fighters and Captains on the first payday in December. Fire Fighters and Captains who are required to work on the day of celebration on any of the nine (9) holidays herein shall receive their regular holiday rate for each hour worked in addition to the regular pay provided for in this contract.

Section 16.04. The official paid holidays of the City of Shelby are as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

ARTICLE 17 WORK PERIOD

Section 17.01. The work period for all employees, except those required to work a seven (7) day, forty (40) hour work week, shall be a nineteen (19) day, one hundred forty-four (144) hour period, consistent with the Fair Labor Standards Act (FLSA). Employees shall normally work twenty-four (24) hour tours, having forty-eight (48) hours off between each. The floater will be a full-time employee as listed in the Glossary.

Section 17.02. Each employee shall be required to take, at a time approved by the Chief, one (1) twenty-four (24) hour tour during every third nineteen (19) day work period, as compensation for hours worked in excess of one hundred forty-four (144). This is referred to as a Kelly Day.

ARTICLE 18 OVERTIME

Section 18.01. Each employee shall be entitled to one and one-half (1 1/2) hours compensation for all hours actually worked, in excess of one hundred forty-four (144), in each nineteen (19) day work period. For purposes of this section, paid time off will be considered hours worked (except for sick leave, injury leave, and military leave).

Section 18.02. Each member of the bargaining unit may, at the Employer's discretion, receive compensatory time in lieu of cash, for all hours actually worked in excess of one hundred forty-four (144) hours in a nineteen (19) day period.

Section 18.03. Employees may accrue compensatory time not to exceed three hundred (300) hours. In the event an employee's "comp bank" reaches three hundred (300) hours, all overtime thereafter shall be paid in cash. The Fire Chief shall be responsible for maintaining accurate records regarding compensatory time balances and shall submit the comp bank balances to the Finance Director each pay period. Any employee whose compensatory time bank is over three hundred (300) hours as of the effective date of this agreement shall have until August 31, 2007, to reduce his compensatory time bank to under three hundred (300) hours. If the employee fails to do so, the City shall pay the employee his normal hourly rate of pay for a sufficient number of hours to reduce the employee's compensatory time bank to three hundred (300) hours. Payment for the excess compensatory time shall be made by the last pay in September 2007.

Section 18.04. An employee may request to receive cash payment for accrued compensatory time. Approval of the request shall be subject to the Employer's availability of funds. For the purpose of this section, "availability of funds" shall mean those funds that are within the monies budgeted to the employee's department within any annual appropriation, and which may legally be utilized for such purpose. An employee must submit such a request at any time during the calendar year prior to September 30th.

Section 18.05. Employees shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 1/2) per call out (employee option—cash or compensatory time), or actual time worked, whichever is greater. If a call out occurs during a holiday, each member who responds shall be

paid two (2) times his hourly rate for a minimum of two (2) hours and double his rate for each hour after the first two (2) hours. Call outs during the holiday shall be paid at the holiday rate of pay.

ARTICLE 19 EQUALIZATION OF OVERTIME

Section 19.01. The Employer will attempt to distribute overtime work in a fair and equitable manner, providing that such attempts do not impair the orderly and efficient operation of the Fire Department.

Section 19.02. A seniority list shall be maintained within the Fire Department, and when overtime work is available, the most senior employee qualified to perform the work with the least credited hours shall be contacted and asked to work. If said individual refuses the overtime, the next most senior employee qualified to perform the work with the least credited hours shall be contacted, and so on down the list. An employee who is offered overtime work and for any reason refuses or fails to work the available overtime shall, for purposes of overtime equalization, be credited with the overtime hours as if said employee had actually worked the hours. Employees who are unavailable to be contacted by telephone shall be treated similarly as if they had actually worked. Employees who are on paid time off shall not be credited or charged with an overtime opportunity.

Section 19.03. In no case shall part-pay (time) fire fighters be called upon to work in the position of any regular fire fighter or officer. Said part-pay (time) fire fighters shall be called upon only to augment the department after all regular fire fighters and/or officer have been notified or refused the available time.

Section 19.04. Any pre-scheduled overtime, as well as the floater's schedule, shall be posted no later than the twenty-fifth (25th) of the month preceding the month to be worked. Should the twenty-fifth (25th) fall on a weekend or holiday, the list shall be filled out on the Friday prior to the twenty-fifth (25th). Schedule changes may be made after those dates at the Chief's reasonable discretion.

Section 19.05. An annual record of the overtime hours worked by such employee shall be kept on a list and displayed within the employee reporting area. Overtime hours shall be recorded on this list as soon as practical after the employee works the hours. On January 1st of each year, the overtime record shall start over with all members of the bargaining unit beginning at zero (0). When the number of overtime hours becomes too high to easily record, the members of the bargaining unit having the highest number of hours shall be dropped back from the total. As new employees are hired, they shall be placed on the overtime record and given the amount of hours equal to the person having the highest number of hours.

ARTICLE 20 TRADING TIME

Section 20.01. Employees may trade shifts, if mutually agreeable, with another employee, with advance notice to and approval of the Employer. Such trading shall be accomplished without resulting in overtime payments by the Employer to any employee, whether or not involved in the shift trade.

Section 20.02. Records of such shift trades are the sole responsibility of the employees involved. Such shift trades shall involve time only, and not be reflected in the employee's biweekly pay.

ARTICLE 21 INSURANCE

Section 21.01. Beginning January 1, 2007, employees shall be eligible for health insurance under the City's PPO health insurance plan. Employees will not be required to make a contribution towards the premiums associated with this coverage however, the Employer retains sole discretion to change insurance carriers or alter the provisions of an health insurance plan(s) offered to employees.

Section 21.02. In those cases where both spouses are employed by the Employer, only one will be eligible for health insurance coverage, which will be the family plan. Spouses with access to employer sponsored group medical and/or prescription coverage, including non-Medicare eligible retirees, are required to enroll for at least single coverage in such plan. Upon the Spouse's enrollment in any such employer sponsored group insurance coverage; that coverage will become the primary payer of benefits and the coverage sponsored by The City of Shelby will become the secondary payer of benefits according to the primary plan's Coordination of Benefits and participation rules. The above referenced group medical and or/prescription drug coverage must be in compliance with the PPACA and meet Minimum Value and Affordability provisions of the ACA for this provision to apply.

The eligible Spouse must enroll in the available benefit plan at the earliest opportunity without penalty, or at the earliest open enrollment period offered. Any Spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this provision, shall be ineligible for benefits coverage sponsored by The City of Shelby. It is the Employee's responsibility to advise The City of Shelby immediately (and not later than 30 days after any change in eligibility) if his/her spouse becomes eligible to participate in group medical and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan.

This requirement does not apply to any spouse who:

- Is not employed and not eligible for non-Medicare retiree group insurance.
- Is employed but works less than 30 hours per week.

Please note: This provision applies only to the Medical and Prescription Benefits provided by this plan. Spouses may continue to remain on the City of Shelby's Dental and Vision Benefits as primary coverage.

Section 21.03. The Employer will provide and pay the full premium for all full-time employees for a life insurance policy with face value of fifty thousand dollars (\$50,000.00).

Section 21.04. Employees shall also be eligible to participate in the City's vision care program.

ARTICLE 22 LONGEVITY

Section 22.01. Longevity will be paid to all bargaining unit members at the rate set forth below for each full and consecutive years of service, based upon each employee's date of hire, up to a maximum of twenty-five (25) years or one thousand two hundred and fifty dollars (\$1,250). Said longevity pay will be paid to the employee on the first payday in December along with accumulated holiday pay.

5 – 11 years	\$40.00
12 – 18 years	\$45.00
19 – 25 years	\$50.00

Any bargaining unit member currently employed as of January 1, 2004, with less than five (5) years of service shall continue to receive longevity at the rate of three dollars (\$3.00) per month for each full and consecutive years of service, until reaching five (5) years of service, at which time the employee shall be covered by the longevity schedule set forth above.

ARTICLE 23 PERSONAL LEAVE

Section 23.01. All employees covered by this agreement shall be allowed ninety-six (96) hours of personal leave each calendar year. Personal leave shall be taken in increments of not less than six (6) hours. Personal leave shall be used to cover absences which occur during the calendar year. Personal leave shall not be accumulated from year to year. Any personal leave not taken shall be forfeited. All employees should make reasonable effort to contact their immediate supervisor as soon as possible prior to effecting his or her personal day of leave.

ARTICLE 24 UNIFORM ALLOWANCE

Section 24.01. Each bargaining unit member shall be entitled to eight hundred twenty-five dollars (\$825.00) annually for uniform allowance during each year of the contract.

Section 24.02. Uniform allowance shall be payable upon the first pay in January and shall be from the Fire Equipment Fund as a separate check.

Section 24.03. In the event any employee shall retire, resign, or be dismissed, the unused portion of his uniform allowance shall be forfeited.

Section 24.04. In the event the Employer determines that an immediate change in uniform style is warranted, the Employer shall provide said initial uniform issue at no cost to the employee.

Section 24.05. New hires will be paid one-half (1/2) of the uniform allowance on date of hire.

Section 24.06. Personal Property Reimbursement.

A. Employees shall be entitled to reimbursement for the repair or replacement of prescription eyewear, watches, shirts, pants and coats that are damaged during the course of performing their assigned duties with due caution and without negligence. Upon presentation to the Employer of evidence of damage to the employee's personal property, the Employer agrees to repair or replace the personal property up to a maximum cost amount as set forth below. The replacement of items shall be accomplished by an approved requisition form, with payment made directly to the vendor.

<u>Personal Property</u>	<u>Maximum Amount of Reimbursement</u>
Time Piece	\$50.00
Prescription Eyewear	100% of amount not covered by Eye Care Insurance up to a maximum of \$120.00 once per year
Shirts, pants, and coats	Replacement of same item

B. Employees shall request repair or replacement in writing and shall provide written explanation as to how the item was damaged. The Chief shall have the right to examine any item damaged, and may deny reimbursement for the item for just cause.

C. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

**ARTICLE 25
WAGES**

Section 25.01. Effective with the first full pay period in January of each year of this agreement, the new bi-weekly wage rates for firefighters and floaters shall be as indicated below, based upon years of service. Hourly rates are shown only for the purposes of computing overtime. The wage increases reflect an increase of zero percent (0%) for 2016, one and one-half percent (1.5%) for 2017 and, two percent (2%) for 2018.

Effective January 1, 2017 any employee possessing an EMT-Paramedic Certification shall receive an additional four percent (4%) in pay differential.

Effective January 1, 2018 any employee possession an EMT-Paramedic Certification shall receive an additional one percent (1%) in pay differential for a total differential of five percent (5%).

Section 25.02. Captains shall receive a rank differential of twelve percent (12%) calculated from the highest firefighter's bi-weekly wage rate.

Firefighter

1 st Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,466.61	\$1,466.61	\$1,509.05	\$1,539.23
Hourly	\$13.84	\$13.84	\$14.24	\$14.52

2 nd Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,511.38	\$1,511.38	\$1,554.49	\$1,585.58
Hourly	\$14.26	\$14.26	\$14.67	\$14.96

3 rd Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,570.35	\$1,570.35	\$1,614.35	\$1,646.63
Hourly	\$14.81	\$14.81	\$15.23	\$15.53

4 th Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,619.49	\$1,619.49	\$1,664.22	\$1,697.51
Hourly	\$15.28	\$15.28	\$15.70	\$16.01

5 th Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,761.46	\$1,761.46	\$1,808.32	\$1,844.49
Hourly	\$16.62	\$16.62	\$17.06	\$17.40

Captain

	Current	1/1/2016	1/1/2017	1/1/2018
Captain	\$1,972.83	\$1,972.83	\$2,025.32	\$2,065.83
Hourly	\$18.61	\$18.61	\$19.11	\$19.49

FF/Paramedic

1 st Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,466.61	\$1,466.61	\$1,569.41	\$1,616.19
Hourly	\$13.84	\$13.84	\$14.81	\$15.25

2 nd Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,511.38	\$1,511.38	\$1,616.67	\$1,664.86
Hourly	\$14.26	\$14.26	\$15.25	\$15.71

3 rd Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,570.35	\$1,570.35	\$1,678.92	\$1,728.97
Hourly	\$14.81	\$14.81	\$15.84	\$16.31

4 th Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,619.49	\$1,619.49	\$1,730.79	\$1,782.38
Hourly	\$15.28	\$15.28	\$16.33	\$16.81

5 th Year	Current	1/1/2016	1/1/2017	1/1/2018
Bi-Weekly	\$1,761.46	\$1,761.46	\$1,880.66	\$1,936.72
Hourly	\$16.62	\$16.62	\$17.74	\$18.27

Captain Paramedic

	Current	1/1/2016	1/1/2017	1/1/2018
Captain	\$1,972.83	\$1,972.83	\$2,106.34	\$2,169.12
Hourly	\$18.61	\$18.61	\$19.87	\$20.46

**ARTICLE 26
SCHEDULED PAYDAY**

Section 26.01. The City will continue to issue employee paychecks on a bi-weekly basis (Friday). If the Employer adopts a direct deposit payroll system, employees will be issued a non-negotiable memorandum of their bi-weekly payroll payment.

**ARTICLE 27
INCENTIVE PAY**

Section 27.01. Upon completion of an up-to-date certification, fire fighters and/or fire captains who satisfactorily complete a state recognized fire service program or other certificates for Fire Inspector, Arson Investigator, EMTS, Scuba, Juvenile Fire Setter, Fire Prevention Officer, and Instructor, or who receive a bachelors or associates degree in fire science, shall receive an additional three (3) hours of pay per certification, with a maximum of three (3) certificates commensurate with rank bi-weekly, in addition to their regular rate of pay.

**ARTICLE 28
OUT OF CLASS PAY**

Section 28.01. Whenever a Fire Captain is off duty and a Fire Fighter of lesser rank is assigned and must perform the duties of a Captain, the Fire Fighter shall be paid the rate of pay of the Captain for each hour worked when he takes the responsibility of a Captain.

**ARTICLE 29
COURT TIME**

Section 29.01. An employee required to testify in federal, state, or county courts on Shelby Fire Department business shall receive a minimum of four (4) hours, or actual time spent, including travel time, if such occurs on his off duty hours.

Section 29.02. An employee required to testify in Shelby Municipal Court, or to file charges or begin charges at the County Prosecutor's Office on Shelby Fire Department business, shall receive a minimum of two (2) hours, or actual time spent, including travel time, if such occurs on his off-duty hours.

Section 29.03. An employee who is required to serve on jury duty during his on-duty hours shall receive his normal rate of pay from the Employer provided he remits compensation he received from the courts that was paid to him for the time he served while he was to be on duty at the Fire Department.

**ARTICLE 30
SEPARATION/DEATH ENTITLEMENTS**

Section 30.01. This shall be a complete listing of all entitlement due to any member of the bargaining unit at the time of their separation/death from the Fire Department. Any member that separates/retires with two (2) weeks written notice, or a member that passes away, shall be entitled to the below listed items:

1. All unused and recorded compensatory time to be paid at the rate of pay at the time of separation not to exceed three hundred (300) hours.

2. Additional Holiday pay for any holidays worked during that year prior to the member's separation and not compensated by the Employer the previous year and for the holidays during the year of separation the member was in pay status. Additional Holiday pay upon separation from employment will be paid at the rate set forth in Article 16.
3. All vacation time that is accrued and all unused vacation time for that year not to exceed the days stated in Section 14.01.
4. If any employee dies while in the employ of the City, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, paid then to the employee's estate.
5. Longevity for each full month the employee works during that year in which the member is separated from City employment.
6. Upon retirement, death, or when an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee, as certified by the Employer, providing that such resulting number of hours to be paid shall not exceed two thousand one hundred sixty (2,160) hours. All payments under this section shall be to the employee, his spouse, or his estate as appropriate.

ARTICLE 31 EMPLOYEE LIABILITY

Section 31.01. Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Shelby. Upon request of the Union, a copy of the policy listing the amounts of the liability insurance shall be furnished to the Union.

Section 31.02. The employee shall be represented to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at ORC 2744.07 (C).

Section 31.03. Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

**ARTICLE 32
PERSONNEL FILES AND POLICY**

Section 32.01. Understanding that in the administration of the department the Employer maintains individual personnel files, the employee may be permitted to review his personnel files within a reasonable amount of time upon request. In addition, a department member may inspect his file once in direct response to a pending grievance or official matter.

Section 32.02. Should an employee, upon review of his file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation, or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.

Section 32.03. When a department member is charged with or is under investigation for potential violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as final interdepartmental ruling has been made and served upon the employee.

Section 32.04. The Employer shall identify which file will be considered the official personnel file for the duration of this agreement. City Hall has the official personnel file.

**ARTICLE 33
DISCIPLINARY PROCEDURES**

Section 33.01. This procedure shall apply to all non-probationary employees covered by this agreement.

Section 33.02. All employees shall have the following rights:

- A. An employee shall be entitled to Union representation at each step of the disciplinary procedure. However, no disciplinary meeting shall be unreasonably delayed as a result of the unavailability of the Union representative.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 33.03. Discipline shall be imposed only for just cause. The City shall have the right to discharge, suspend, or otherwise discipline any employee for just cause. The specific acts for which discipline is imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times, and places, if possible. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of written warning, short-term suspension, and either a long-

term suspension, demotion, or discharge. The City shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

Section 33.04. Predisciplinary Conference.

- A. Whenever the City determines that an employee may be suspended, reduced, or terminated, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.
- B. No later than seventy-two (72) hours prior to the scheduled starting time of the conference, the City will provide to the employee a written outline of the charges which may be the basis for disciplinary action. Once the predisciplinary hearing has been scheduled by the City, the Union may request a delay in the hearing due to the unavailability of the employee's representative. Such request for a delay may not be for more than forty-eight (48) hours from the date and time of the originally scheduled predisciplinary hearing and will not be unreasonably denied by the Employer. The Notice of Predisciplinary Conference shall be accompanied by a written statement of the employee's rights under this section. The employee must choose to do one (1) of the following:
 - 1. appear at the conference to present an oral or written statement in his defense;
 - 2. have a representative appear and present an oral or written statement in defense of the employee, or;
 - 3. elect in writing to waive the opportunity to have a predisciplinary conference.
- C. The Mayor or his designee and the employees involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Mayor or his designee is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal predisciplinary conference. Such informal meeting will be conducted at hours reasonably related to the employee's shift, preferably during working hours. The specific nature of the matter will be addressed, and the Mayor or his designee may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union (attorney) during the initial discussion. If a mutually agreeable settlement is not reached at this informal meeting, or if no informal meeting is held, the predisciplinary conference will go forward as scheduled.
- D. At the predisciplinary conference, the City will ask the employee to respond to the allegations of misconduct which were outlined to the employee. The employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred.
- E. The employee shall receive written notice of the disciplinary action to be taken, if any, within five (5) days of the disciplinary conference.

F. If the employee fails to appear at the Pre-Disciplinary Conference or have a representative appear on his behalf the employee will be deemed to have waived his right to a Pre-Disciplinary Conference.

Section 33.05. An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the policies of the Employer and the employee's employment shall be terminated.

Section 33.06. Upon receipt of the Notice of Discipline, the employee may choose to accept the discipline or to appeal by filing a grievance at Step 2 of the grievance procedure within five (5) calendar days from receipt of the Notice of Discipline. Oral or written reprimands are grievable only through the Mayor's (Step 3) level of the grievance procedure, but are not arbitrable.

Section 33.07. A failure to submit an appeal within the above time limits shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

Section 33.08. If a grievance is filed and pursued within the time frames provided below, no suspension, reduction, or termination can be implemented, except as provided in paragraph 33.09, or the Mayor renders a determination at Step 3 of the grievance procedure.

Section 33.09. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 33.10. An employee may be suspended with pay at any time during the process if the Mayor or his designee, at his sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay or a discharge may be imposed concurrent with or subsequent to the decision at Step 3 of the grievance procedure.

Section 33.11. The Union, on behalf of all the employees covered by this agreement and its own behalf, hereby waives any and all rights previously possessed by such employees and the Union to a Safety Director's inquiry or to appeal any form of disciplinary action (e.g., suspensions, demotion, or discharge) to any Civil Service Commission.

Section 33.12. Records of disciplinary action not resulting in time off which are more than two (2) years old shall not be used in a subsequent disciplinary action providing there has been no occurrence of similar type incident within the preceding two (2) years.

**ARTICLE 34
GRIEVANCE PROCEDURE**

Section 34.01. Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to Union representation at all stages of the grievance procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 34.02. For the purposes of this procedure, the below-listed terms are defined as follows:

- A. **Grievance** - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this agreement.
- B. **Aggrieved Party** - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing the grievance.
- C. **Party In Interest** - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. **Days** - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays as provided for in this agreement.

Section 34.03. The following procedures shall apply to the administration of all grievances filed pursuant to this article:

- A. All grievances shall include:
 - 1. the name and position of the aggrieved party;
 - 2. the provisions of this agreement involved in the grievance;
 - 3. the time and place where the alleged events or conditions constituting the grievance took place;
 - 4. the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and
 - 5. a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3 of the grievance procedure.
- D. The preparation of grievances may be conducted during working hours, to the extent that it does not interfere with the employee's duties.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without a formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the employee and the Employer regarding the terms and conditions of this agreement. It is not intended that the grievance procedure be used to redress those matters not covered by this agreement that are controlled by provisions of federal or state law.
- G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- H. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way any of the provisions of this agreement.

Section 34.04. All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1

An employee who believes he may have a grievance shall notify his immediate supervisor in writing of the possible grievance within ten (10) days of the occurrence of the facts, or when the employee should have reasonably known of the facts, giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his Union representative, if the Union representative(s)' presence is requested by the employee, within seven (7) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's Union representative(s), if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer to the aggrieved party in writing within seven (7) days of the informal meeting.

Step 2

If the dispute is not resolved at Step 1, it shall be appealed in writing by the aggrieved party and/or the Union and presented as a grievance to the Fire Chief within ten (10) days from the date of the written answer at the conclusion of Step 1. The Fire Chief shall give his answer to the aggrieved party, with a copy to the Union representative(s), if any, within ten (10) days of the receipt of the written grievance.

Step 3

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within ten (10) days from the date of the rendering of the decision in Step 2. Copies of the written decisions must be submitted by the aggrieved party with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his Union representative(s), if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's Union representative(s), if any, within ten (10) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 34.05. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by a time limit default(s) of the Employer, then within fifteen (15) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within ten (10) days following the Union's request to arbitrate the parties shall each prepare two (2) separate lists of seven (7) arbitrators each and will meet to present the first of such lists to the other party. If there is more than one (1) name that appears on each of the parties first list the parties will select the arbitrator from those names that appear on both lists by using the alternate strike method. If there is only one (1) name that appears on both of the parties first list that that person shall be selected as the arbitrator. If this procedure fails with the parties first list then each party will present their second list and repeat the procedure. If this procedure fails a second time, the parties shall jointly request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties will request that such arbitrators be members of the National Academy of Arbitrators and be residents of the State of Ohio. The panel members' names will be stricken alternately (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

Section 34.06. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to the law or violates any of the terms and conditions of this agreement.

Section 34.07. The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 34.08. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party

incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 34.09. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 34.10. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

ARTICLE 35 SENIORITY

Section 35.01. Seniority shall be defined only as an employee's uninterrupted length of continuous full-time employment with the Employer in the Fire Department. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, when at such time the employee's seniority shall be based upon his total length of continuous service.

Section 35.02. All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employees, and any such action shall not be appealable through any grievance or appeal procedure contained herein.

Section 35.03. An employee's seniority shall be terminated when one (1) or more of the following occurs:

- A. he resigns;
- B. he is discharged for just cause and the discharge is upheld through the grievance procedure;
- C. he is laid off for a period exceeding twenty-four (24) months;
- D. he retires;
- E. he fails to report for work for more than four (4) tours without having given the Employer advance notice of his pending absence;
- F. he becomes unable to perform the material and substantial duties of his job due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- G. he refuses to acknowledge a recall or fails to report to work within the time frames identified in Article 36, Section 36.07 for receipt and/or issuance of a recall notice.

Approved leaves of absence shall not constitute a break in seniority.

Section 35.04. If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the order in which their names appear on the certified eligibility list.

Section 35.05. Upon the request of the Union, the Employer shall provide up-to-date seniority lists of all employees in the bargaining unit to the Union representative.

ARTICLE 36 LAYOFF AND RECALL

Section 36.01. Where, because of lack of work, lack of funds, or the abolishment of a position or for any one (1) or combination of the following reasons – as a result of reorganization for the efficient operation of the Employer, for reasons of economy or, for lack of work, or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the following provisions.

Section 36.02. Employees within the affected job classifications shall be laid off according to their seniority as defined in Article 35, Section 35.1 with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, and probationary employees within the effected job classifications and departments are laid off first in the above respective order.

Section 36.03. Employees who are laid off from one (1) job classification may displace (bump) another employee(s) with lesser seniority in an equal or lower-rated job classification within the department. For purposes of this Article, classifications shall be as follows in descending order: Fire Captain; Fire Fighter.

Section 36.04. Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in an equal or lower-rated job classification pursuant to the provisions of Section 36.03 above.

Section 36.05. In all cases where one (1) employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump).

Section 36.06. At the end of the displacing (bumping) process, the employee who is displaced (bumped) and is either unable to or chooses not to displace another employee pursuant to the above provisions may be laid off.

Section 36.07. Recalls shall be in the reverse order of layoff and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. It shall be the responsibility of the employee to confirm that the Employer has his current address on file at all times including during periods of layoff. An employee who

refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice or within twenty (20) days following the date it was mailed to the employee, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

Section 36.08. Employees scheduled for layoff and the Union shall be given a minimum of fourteen (14) days advance notice of layoff.

Section 36.09. After receipt of the notice of layoff, the Union may request in writing to discuss the rationale for each layoff pursuant to the provisions of Article 7. Said discussions shall take place within five (5) days. Upon the written request of either party, the parties shall meet within five (5) days to discuss possible alternatives to layoffs.

Section 36.10. The Employer and the Union acknowledge that it is their intent that this article specifically and expressly supersede ORC §§ 124.321 through 124.328, and 124.37 and Shelby Civil Service Rules.

ARTICLE 37 TRAINING AND EDUCATION

Section 37.01. Any employee who desires to attend job-related training courses or schools will so notify the Fire Chief in writing not less than two (2) weeks prior to the commencement of the course or school. The Fire Chief will notify the employee in writing of the approval or disapproval of the training request within ten (10) days of receipt of the request. If denied, the written response shall state the reasons for denial.

Section 37.02. Attendance at such course or school shall be at the sole discretion of the Employer. The City shall make reasonable efforts to approve requests for training in all of the areas of certifications set forth in Article 27.

Section 37.03. The Employer agrees to compensate employees for approved expenses incurred, only if the employee meets or exceeds the following criteria:

1. The employee successfully completes the course or school attended by obtaining a passing grade of 75% or better, and obtains the license or certificate for which the school or course was given.
2. Employees may elect to accumulate compensatory time when attending training in accordance with Section 18.02 for all hours actually worked in excess of one hundred forty-four (144) hours in each nineteen (19) day work period.

Section 37.04. An employee who successfully completes a course or school pursuant to the above agrees to remain with the Employer for a period of not less than one (1) year from the date of completion. Failure to do so shall result in the approved expenses provided for in section 37.03 of such course or school being deducted from any of the employee's severance pay.

**ARTICLE 38
MILITARY LEAVE**

Section 38.01. The Employer and the Union agree that military leave shall be provided consistent with applicable Federal and State statutes.

**ARTICLE 39
TOTAL AGREEMENT**

Section 39.01. This agreement represents the entire agreement between the Employer and the Union, and unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

Section 39.02. The Employer agrees to attempt to give reasonable notice to the Union in the event a past practice is to be affected, and that past practice may be the subject of discussion pursuant to Labor-Management Committee meetings.

**ARTICLE 40
CONFORMITY TO LAW**

Section 40.01. This agreement shall be subject to and subordinated to any applicable present and future federal, state, and local laws. The invalidity of any provision(s) of this agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 40.02. If the enactment of federal or state legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

Section 40.03. Should any provision of this agreement be invalidated as outlined above, upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact of such invalidation and to consider modification of the invalidated provision(s), prior to its implementation.

**ARTICLE 41
OBLIGATION TO NEGOTIATE**

Section 41.01. The Employer and the Union acknowledge that during negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Section 41.02. Therefore, for the life of this agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right to bargain/negotiate collectively, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this agreement.

ARTICLE 42 HEADINGS

Section 42.01. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section, nor effect any interpretation of any article or section.

ARTICLE 43 PHYSICAL ABILITIES TESTING

Section 43.01. All bargaining unit members shall be required to participate in the Physical Abilities Testing program, unless exempted for a medical reason. Employees who successfully complete the Physical Abilities Test shall receive an incentive bonus in the amount of five hundred dollars (\$500.00). Employees who refuse to participate in any part of the Physical Abilities Testing program (other than due to a medical exemption) may be subject to disciplinary action. Employees who are unsuccessful in their attempts to complete the Physical Abilities Test shall be subject to the retest or administrative sanctions set forth herein.

Section 43.02. Employees shall be notified in writing of their Physical Abilities Test score upon completion of the test or as soon thereafter as is practical. Employees shall receive the incentive bonus for passing the Physical Abilities Test by the second pay period after completion of the test.

Section 43.03. An employee who is exempt under Section 43.09 below, or for any other reason set forth in this article, shall be required to engage in a fitness program, provided such program is approved by the employee's physician.

Section 43.04. All employees shall be tested once each year. This does not include any retests that an employee shall be required to complete in accordance with this article.

Section 43.05. Physical Abilities Test performance scores shall not be used as a criteria for promotions or special assignments, except in cases where it is reasonably determined that the candidate must possess a unique physical standard that is germane to that position.

Section 43.06. An employee may provide the Employer with a written statement from a licensed physician stating that participation in all or any part of the Physical Abilities Test will be

detrimental to the employee's health. In such cases, the employee shall not be required to participate in the prohibited part(s) of the Physical Abilities Testing procedures except as hereinafter provided. An employee requesting any such exemption and providing certification from a licensed physician shall be placed on sick leave until the employee is certified by his physician as being medically able to perform all elements of the Physical Abilities Testing.

Section 43.07. An employee who requests an exemption from all or any part of the Physical Abilities Test by providing a written statement from a licensed physician may, at the sole discretion of the Employer, be required to submit to a physical examination by a licensed physician selected by the Employer, at the Employer's expense. In the event that there is disagreement between the physician selected by the employee and the physician selected by the Employer as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health, at the option of the Employer, another licensed physician shall be selected by agreement of the Employer and the employee to make a determination as to whether participation by the employee in all or any part of the Physical Abilities Test will be detrimental to the employee's health. The cost of this determination shall be paid by the Employer. The decision of the physician so selected by the Employer and the employee shall be binding upon the parties as to whether the employee shall be required to participate in the Physical Abilities Test.

Section 43.08. An employee who is temporarily unable to perform the essential functions of the position with a reasonable accommodation may be placed on leave.

Section 43.09. An employee who is exempted from all or any part of the Physical Abilities Test shall, upon request from the Employer, give the Employer a medical information release authorization which will allow the Employer to obtain information from the licensed physician issuing the written statement describing the medical or physical condition of the employee, and how such condition relates to the Physical Abilities Test, or any particular part of the test, in such a way as to make participation in the test, or any part thereof, detrimental to the employee's health. All information received by the Employer shall be confidential and maintained separately from the employee's personnel file.

Section 43.10. Each employee shall provide the Employer a medical clearance from the employee's physician on a form provided by the Employer. The form shall describe the tests the employee will be required to undergo.

Section 43.11. During the testing process, any employee who exhibits or complains of any condition which suggests that further participation in the testing process may be detrimental to the employee's health shall not be required or permitted to continue in the testing process. Said employee shall be immediately placed on sick leave and shall provide the Employer with certification from a licensed physician that the employee is able to resume full duty. The Employer, at the Employer's sole discretion, or at the request of the employee, may transport the employee to a licensed physician or emergency care facility for immediate attention.

Section 43.12. An employee who fails to achieve a satisfactory level of physical fitness may be subject to administrative action. An employee shall be deemed physically fit for his position if

the employee achieves the minimum passing score on the test adopted by the Employer as part of the Physical Abilities Testing program. The Employer may deem an employee unfit for duty for physical reasons if the employee does not achieve the minimum passing score on the test at the conclusion of the retest periods set forth below.

Section 43.13. After the first failure to achieve a minimum passing score on the Physical Abilities Test, an employee shall be retested again after ninety (90) days. However, an employee may, fifteen (15) or more days after the first failure, submit to the Employer a written request to be retested. An employee who makes such request shall be retested within fourteen (14) days after the written request is submitted to the Employer. An employee passing a mandatory or requested retest shall not be tested again until the next regularly scheduled test for that employee. An employee who fails a retest which the employee requested shall not be subject to administrative action because of such failure.

Section 43.14. An employee who fails the first required retest shall be issued a counseling letter suggesting how the employee could improve test performance, and shall be retested again after sixty (60) days. An employee failing a second retest shall be issued a warning letter advising the employee that, should the employee fail the next scheduled retest, the employee may be deemed unfit for duty for physical reasons and may be separated from service.

Section 43.15. Counseling letters and written warnings received for a failed Physical Abilities Test shall not be recorded as disciplinary action.

Section 43.16. An employee receiving a written warning after failing the second retest shall be retested not less than thirty (30) days later. If the employee fails to pass the Physical Abilities Test after the thirty (30) day period, the employee may be deemed by the Employer to be physically unfit to perform the duties of his position and may be separated from service for physical ability reasons.

Section 43.17. Notwithstanding any other provision of this article, nothing shall restrict the right of the Employer to remove an employee from employment if the employee is unable to perform the essential functions of the position, with or without reasonable accommodation. The separation of any employee for physical ability reasons shall be subject to the grievance and arbitration procedure set forth in this agreement.

Section 43.18. The parties agree that the Physical Abilities Test to be administered to members of the bargaining unit pursuant to Article 43 of the agreement shall continue to be the test adopted by the parties as of July 9, 2004. The parties may modify the test by mutual agreement.

This Article shall be discontinued effective January 1, 2017 in exchange for a \$0.19 per hour across the board wage increase in 2017.

ARTICLE 44
SUBSTANCE ABUSE TESTING AND ASSISTANCE

Section 44.01. Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug and alcohol screening/testing may also be conducted post-accident and post-injury. The Employer also retains the right to conduct random drug/alcohol testing upon employees (by the lottery system) not to exceed two (2) tests per calendar year. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party except as necessary to substantiate any discipline imposed should the employee appeal the imposition of such discipline. The following procedure shall not preclude the Employer from other administrative action.

Section 44.02. All drug tests shall be conducted by laboratories certified by a department of health and human services (DHHS) recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing. All alcohol breath tests shall be administered by a trained breath alcohol technician or a law enforcement officer certified to conduct such tests. An alcohol concentration of 0.04 or greater shall be considered a positive result.

Section 44.03. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order. However, the test results, if used as a basis for discipline, may be disclosed to substantiate any discipline imposed in the event the employee appeals the discipline.

Section 44.04. Testing Procedure:

- A. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, and any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- B. In the event the confirmatory test confirms the results of the first, the Employer will proceed with sanctions as set forth in this article.
- C. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.

Section 44.05. If the above alcohol and/or drug testing produces a positive result, the employee will be disciplined pursuant to the progressive disciplinary procedure. The Employer shall, on a first offense (positive test result), offer the employee the option of participating in a rehabilitation or detoxification program in lieu of discipline. If the employee accepts the offer of participating in a rehabilitation or detoxification program in lieu of discipline, the discipline shall be held in abeyance pending the employee's attendance and successful completion of the rehabilitation or detoxification program, whereupon the discipline shall be removed from the employee's records. A failure to attend and successfully complete the rehabilitation or detoxification program shall result in the immediate imposition of the discipline. The cost of any rehabilitation or detoxification program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

Section 44.06. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory time, and vacation leave for the period of the rehabilitation or detoxification program. If no such leave time is available, the employee shall be placed on leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of alcohol and/or controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) random follow-up tests during the first twelve (12) months following his return to work.

A second positive drug and/or alcohol test result during the first twelve (12) months following his return to work may result in termination of the employee.

Section 44.07. The cost of alcohol breath tests and drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty and follow-up tests shall also be at the expense of the employee. Any record of disciplinary action, as a result of a positive drug and/or alcohol test, shall cease to have force and effect sixty (60) months after the discipline is imposed provided there has been no intervening disciplinary action taken during this time period. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

Section 44.08. No reasonable suspicion drug testing shall be conducted without the authorization of the Fire Chief. If the Chief orders, because of reasonable suspicion, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except as provided herein and, by the Ohio Public Records law; however, test results and records may be used in future disciplinary actions as set forth herein.

Section 44.09. The employee shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 44.10. Nothing contained in this section shall be construed as a waiver of the Union's right to appeal any disciplinary action, pursuant to the collective bargaining Agreement between the Union and the City.

Section 44.11. Employees that purposely make false accusations pursuant to this section may be subject to discipline, including discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of five (5) years as provided in Section 44.07.

Section 44.12. For purposes of this article "Accident" and "Injury" shall be defined as follows:

"Accident" shall be defined as an unplanned, unexpected or unintended event that occurs on the Employer's property and/or during the conduct of Employer's business, or during working hours, or that involves a City-owned vehicle or vehicles.

"Injury" shall be defined as any physical harm that occurs to an employee in the course and scope of his employment and that requires subsequent medical attention.

ARTICLE 45 BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 45.01. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code or as adopted by the City of Shelby, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed by this agreement.

Section 45.02. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Shelby Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Shelby, as may be applicable.

ARTICLE 46 DURATION

Section 46.01. This agreement shall become effective at 12:01 a.m. on the first day of January 2016, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2018.

Section 46.02. The parties agree to commence negotiations on a successor agreement not less than one hundred twenty (120) days prior to the expiration of the current agreement, and upon service of Notice to Successor, negotiations will be conducted pursuant to Ohio Revised Code Chapter 4117.

EXECUTION

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____
day of December 2015. *January 20, 2016*

FOR THE CITY OF SHELBY, OHIO

Steven A. Schag

Steven Schag, Mayor

Steven Lifer

Steven Lifer, Finance Director

M. B. Baker

Matthew B. Baker, Labor Counsel

Gordon Eyster, Esq., Law Director

FOR THE IAFF, LOCAL 2492

Bob Deane

Bob Deane, President

Sam Sauder, Negotiating Team Member

Roy Hollanbacher,
1st District Vice President,
Ohio Association of Professional Fire
Fighters

FORM A
NOTICE OF PREDISCIPLINARY CONFERENCE

This notice is provided to you to advise that a predisciplinary conference will be held at _____ at _____ on _____
(time) (location) (date)
to provide you with an opportunity to respond to the following allegations of misconduct:

You have the right to (1) appear at the conference to present an oral or written statement in your defense; (2) have a representative appear at the conference and present an oral or written statement in defense of the employee, or: (3) elect in writing to waive your opportunity to have a predisciplinary conference. Failure to respond or respond truthfully may result in further disciplinary action.

Prior to the predisciplinary conference, an informal meeting between the employee and the Mayor may be held pursuant to Section 33.04 (C) of the agreement.

At the conference you may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. You may be represented by a Union representative if you choose. You shall provide a list of witnesses to the person conducting the conference not later than one (1) hour prior to the predisciplinary conference. It is your responsibility to notify witnesses that their attendance is desired. No conference will be unreasonably delayed due to the inability of a Union representative to attend.

You will receive written notice of any disciplinary action to be taken within five (5) days of the conference. Upon receipt of the Notice of Discipline, you may choose to accept the discipline or to appeal by filing a grievance at Step 2 of the grievance procedure within five (5) days from receipt of the Notice of Discipline.

Date

Signature of Fire Chief or Safety Director

I elect to waive a predisciplinary conference.

Date

Employee