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**Agreement Between
The City of Greenville**

And

Greenville Professional Firefighters' Association

**SERB Case No:
2015-MED-09-0957**

Effective January 1, 2016 – December 31, 2018

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PREAMBLE

This Agreement, entered into by the City of Greenville, Ohio, hereinafter referred to as the "Employer," and the Greenville Professional Firefighters Association, International Association of Firefighters Local Number 1101, AFL-CIO, hereinafter referred to as the "Association," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in entirety the full and complete understandings and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.1. Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of the operations. Specifically, the Employer's sole and exclusive management rights shall include, but are not specifically limited to:

- A. Hire, discipline, and discharge for just cause;
- B. Layoff and promotion;
- C. Promulgate and enforce employment rules and regulations;
- D. Reorganize, discontinue, or enlarge any department or division;
- E. Transfer employees, including the assignment and allocation of work;
- F. Introduce new and/or improved equipment, methods, and/or facilities;
- G. Determine work methods;
- H. Determine the size and duties of the work force, the number of shifts required, and work schedules;
- I. Establish, modify, consolidate, or abolish jobs or classifications;
- J. Determine staffing patterns, including but not limited to assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked;
- K. Maintain and improve the efficiency and effectiveness of governmental operations;
- L. Determine the overall mission of the Employer as a unit of government;
- M. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 2
ASSOCIATION RECOGNITION

Section 2.1. The Employer recognizes the Association as the exclusive representative for all full-time employees in the bargaining unit described in this Section. This unit arose through tradition, custom, and practice, and is "deemed certified" as provided for in Ohio Revised Code Section 4117.05(B) and includes:

All regular full-time employees in the classification of firefighter (all classes), all regular full-time employees in the classification of Lieutenant, and all regular full-time employees in the classification of Captain:

but excludes:

The Fire Chief, Assistant Fire Chief, clerical, part-time, volunteer, intermittent, seasonal employees, and all employees in other City departments.

Section 2.2. If the Employer adds new classification(s) to the Fire Department, the Employer shall notify the Association in writing upon creation of the new position, but no less than thirty (30) calendar days, of the title and position description of any new classifications, and whether or not the new classification shall be considered a bargaining unit position. The Association may request in writing that the parties meet to discuss the bargaining unit status of the new classification. If the parties cannot resolve the bargaining unit status, the Association may pursue the dispute through the proper State Employment Relations Board procedure. This Section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend the certification or to clarify a bargaining unit.

Section 2.3. The parties agree that neither the Employer nor the Association shall discriminate against any employee because of membership or non-membership in the Association or the employee's participation or lack of participation in Association activities.

Section 2.4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 3
DUES DEDUCTION

Section 3.1. The Employer agrees to deduct Association membership dues in accordance with this Article.

Section 3.2. The Employer agrees to deduct regular Association membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the next pay period following the pay period in which the

authorization was received by the Employer. Dues deducted under this Section shall be remitted to the treasurer of the Association promptly following such deductions.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Association dues. The Association hereby agrees that it will indemnify and hold the Employer harmless of any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association except as otherwise provided by law.

Section 3.4. The Employer shall be relieved from making dues deductions upon an employee's (1) termination of employment; (2) promotion to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the dues deduction authorization.

Section 3.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Association dues.

Section 3.6. The rate at which dues are to be deducted shall be certified to the Employer by the treasurer of the Association during January of each year. One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's dues deduction.

Section 3.7. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 4 **ASSOCIATION ACTIVITIES**

Section 4.1. The Association shall certify to the Employer within fourteen (14) calendar days following the execution of this Agreement, a list containing the name, home address, and home phone number of all Association officers and designated representatives as well as the name, title, address, and phone numbers of all appropriate representatives of the International Association of Firefighters. Such list shall contain the name of not more than three (3) employee members of the Association who shall be identified as "designated representatives."

If there are any changes of any information contained in the list provided for in this Section, the Association shall notify the Employer in writing of such change within fourteen (14) calendar days of the effective date or knowledge of the change.

Section 4.2. Except as provided herein, Association activities shall generally be conducted outside normal working hours when the employee is not in paid working status.

Designated representatives as provided in Section 4.1 may conduct routine representational responsibilities during those hours when they are not assigned specific work duties (normally after 4:00 p.m.) provided they remain on the work premises, available to respond to emergencies, and such activities do not adversely affect the department.

Designated representatives as provided in 4.1 may participate in negotiation meetings or other meeting with the Employer during normal working hours without any loss or gain in pay provided prior authorization is obtained from the Fire Chief, Assistant Fire Chief or, in their absence, the Safety/Service Director.

Section 4.3. Employee and non-employee representatives or officers of the Association or the IAFF shall not enter any work areas of the Employer to conduct Association or IAFF activities without first obtaining prior permission of the Fire Chief or, in the Chief's absence, the Safety/Service Director.

ARTICLE 5 **BULLETIN BOARDS**

Section 5.1. The Employer shall provide space for the Association to install a bulletin board for its use. The Employer reserves the right to deny the posting of material considered to be defamatory or inappropriate. If there is a dispute, the disputed material shall be removed, pending referral of the matter to the Labor/Management Committee.

ARTICLE 6 **PROBATIONARY PERIODS**

Section 6.1. Every new appointee to the Fire Department will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer as a full-time firefighter and shall continue for a period of twelve (12) months following receipt of state required certification as a firefighter. The new appointee shall be enrolled in the required program for certification during the first six (6) months of employment.

Section 6.2. A newly appointed probationary employee may be removed from employment anytime during the probationary period and shall have no appeal rights through the grievance procedure provided for in this Agreement, nor through the Greenville Civil Service Commission.

Section 6.3. An employee promoted into a higher level position within the bargaining unit shall be required to successfully complete a promotional probationary period of six (6) months. An employee serving a promotional probationary period whose performance is unsatisfactory shall be returned to the employee's former position and pay level. Such reduction and return to former position shall not be appealable through the grievance procedure provided for in this Agreement, but may be appealed through the Greenville Civil Service Commission, subject to the rules of that Commission.

ARTICLE 7
PROMOTIONS AND VACANCIES

Section 7.1. When the Employer determines that a vacancy exists in a bargaining unit classification, such vacancy shall be filled in accordance with this Article.

Section 7.2. Firefighters must be in Step 4 of the pay scale contained in Article 12 and have a minimum of five (5) years' experience as a firefighter to qualify for promotion to the Lieutenant classification. If less than two (2) firefighters qualify for and take the examination for the Lieutenant's position, eligibility shall be reduced to the next preceding pay step until two (2) firefighters qualify and take the exam.

Section 7.3. Lieutenants must be in the Lieutenants classification for one (1) year to qualify for promotion to the Captain classification. If less than two (2) Lieutenants qualify for and take the examination for the Captain's classification, eligibility shall be reduced to the next preceding pay step until two (2) personnel qualify and take the exam.

Section 7.4. The Civil Service Commission shall certify to the Safety/Service Director a list containing the names of the three (3) firefighters who met the minimum qualifications outlined in Section 7.2 or 7.3 above; achieved a passing grade on the examination; and obtained the three (3) highest scores on the examination.

If less than three (3) personnel take or successfully pass the examination, the Civil Service Commission shall provide a list of those qualified personnel who did successfully pass the examination.

Section 7.5. Any appeals regarding compliance with the provisions of this Article may be submitted to the grievance procedure contained in Article 9 of the Agreement and shall not be appealable to the Greenville Civil Service Commission.

Section 7.6. Any appeals regarding tests administered by the Civil Service Commission shall be appealable only as provided by applicable law and shall not be appealable to the grievance procedure contained herein.

Section 7.7. In the event the Employer creates a new classification within the Fire Department which would constitute a promotion for bargaining unit employees, the parties agree to establish similar criteria for filling such position.

ARTICLE 8
DISCIPLINE

Section 8.1. No non-probationary employee shall be reduced in pay and position, suspended, removed, or discharged except for just cause. The Employer may take disciplinary action for misconduct occurring while the employee is on duty; working in the uniform of the Employer; in instances where the employee's conduct violates the oath of office; off-duty representing oneself as an employee of the City of Greenville, or for any off-duty conduct which violates the rules of the department or adversely affects the City or the employee's ability to function as a firefighter.

Forms of disciplinary action are:

- A. Verbal warning (written record);
- B. Written reprimand;
- C. Suspension without pay;
- D. Reduction in rank and/or pay; and
- E. Discharge from employment.

Section 8.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the Employee's record of discipline and the employees' record of performance and conduct.

Section 8.3. In any conference between a bargaining unit employee and the Employer or designee, once it is reasonably expected that discipline of the employee being interviewed may result, the Employer shall notify the affected employee of the right to have an Association representative be present. There is no entitlement to the presence of a representative prior to such determination. Once disciplinary action is reasonably expected, the following conditions shall apply:

- A. Employees being questioned as witnesses, as it is known at that time, shall be so informed.
- B. The employee suspected of misconduct shall be apprised of the nature of the suspected misconduct as it is known at that time.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action.
- D. Either party may tape record any preliminary conference or pre-disciplinary hearing. The use of any recording device must be made known to the parties. The recording device must not be concealed.

Section 8.4. Whenever the Employer or designee determines that an employee may be disciplined for just cause (including only suspension without pay, reduction in classification or rank, or termination from employment), a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

Section 8.5. At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary hearing. Disciplinary actions agreed upon in writing by the Employer and the employee, shall not be subject to any appeal procedure.

Section 8.6. Not less than forty-eight (48) hours prior to the scheduled starting time of the pre-disciplinary hearing, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action together with written notification of the date, time, and place of the pre-disciplinary hearing. The employee must choose to: (1)

appear at the conference to present oral or written statement in the employee's defense; (2) appear at the conference and have one [1] chosen representative present an oral or written statement in defense of the employee; or, (3) elect in writing to waive the opportunity to have the pre-disciplinary hearing. Failure to elect and pursue one of these three options or failure to appear at the scheduled pre-disciplinary hearing will be deemed a waiver of the employee's right to the pre-disciplinary hearing.

No later than twenty-four (24) hours prior to the scheduled starting time of a pre-disciplinary hearing, the employee may present a written request for a continuance of not more than forty-eight (48) hours. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request.

Section 8.7. At the pre-disciplinary hearing the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name of the Association representative, if any, to the hearing officer as far in advance as possible, but not later than twenty four (24) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify any witnesses that the employee desires their attendance at the hearing. The Employer may require the attendance of employee witnesses requested by the employee within reason. Pre-disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked.

Section 8.8. At the pre-disciplinary hearing, the Employer will ask the employee or Association representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or failure to respond truthfully by any employee, including employees who are serving as witnesses, may result in disciplinary action.

Section 8.9. The employee or Association representative will be permitted to question any witnesses present, subject to the Employer's right to reasonably limit the length and extend of such examination. Following the hearing, the Employer will determine whether or not the alleged misconduct occurred, and will decide what discipline, if any, is appropriate.

Section 8.10. Grievances concerning the disciplinary actions of verbal warning (written record) and written reprimand may be appealed through steps one, two, and three of the grievance procedure, but may not be appealed to step four.

Grievances concerning the disciplinary actions of suspension without pay, and termination from employment, or any disciplinary action that results in the loss of pay, shall be submitted directly to step three of the grievance procedure, and may be appealed to the Greenville Civil Service Commission, subject to the rules and procedures of that Commission or be submitted to step 4 of the grievance procedure as specified in Section 9.6 herein.

Section 8.11. The parties may, by mutual agreement, agree to extend or waive any time limits provided for in this Article.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1. The term “grievance” shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the ordinances of the City of Greenville, the provisions of federal and/or state laws and/or by the United States or Ohio State Constitution.

Where an alleged dispute is of the nature that qualifies for appeal under the rules of the Bureau of Workers’ Compensation or the Bureau of Employment Services the aggrieved employee shall utilize that appeal procedure in accordance with the rules of that body. Alleged dispute pursued through other appeal procedures other than Ohio Revised Code 4117 shall not be pursued through the grievance and arbitration procedures provided for in this Article.

Section 9.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

Grievances concerning disciplinary actions may be appealed only as specified in Section 8.10 of this Agreement.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer’s representatives within the stipulated time limits may be advanced by the employee to the next step in the Grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group will process the grievance, and shall so indicate that the grievance is a group grievance. All employees who are affected by any group grievance must sign such group grievance.

When used in this procedure, the work “day” shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday, or holiday.

Section 9.3. A written grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have known the facts giving rise to the grievance, but in no case later than twenty-one (21) calendar days following the occurrence of the event giving rise to the grievance, otherwise it will be considered not to have existed.

Section 9.4. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved Employee's name and signature;
- B. Date, time, and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated if known;
and
- H. Desired remedy to resolve grievance.

Section 9.5. Any grievant may, if so desired, have an Association representative accompany the grievant at any step or meeting provided for in this Article.

Section 9.6. It is the mutual desire of the Employer and the Association to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Association to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Informal Discussion:

Employees are encouraged to first attempt to resolve alleged grievances through an informal discussion with the Fire Chief. If the employee and the Fire Chief are unable to resolve the alleged grievance informally, the employee may file a written grievance at Step 1 of the grievance procedure within the time limits established in Section 9.3 of this Article.

Step 1: Within the established time limits, the aggrieved employee shall submit the written grievance to the Fire Chief or designee. It shall be the responsibility of the Fire Chief or designee to investigate the matter and to provide a written response to the Aggrieved employee within seven (7) calendar days following receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee may within seven (7) calendar days following the Step 1 reply, refer the grievance to the Safety/Service Director. The Safety/Service Director shall have seven (7) calendar days in which to schedule a meeting, if deemed necessary, with the aggrieved employee. The Safety/service Director shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee may refer the grievance to the Mayor within seven (7) calendar days after receiving the Step 2 reply. The Mayor shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee. The Mayor shall investigate and respond in writing to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 9.7 of this Article hereinafter set forth.

Section 9.7. Except as otherwise restricted herein, the Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

Within seven (7) calendar days from the date of the final answer on a grievance at Step 3, the Association shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Association may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted to arbitration within the seven (7) calendar day period described above shall be deemed settled on the basis of the last answer by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner:
The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the FMCS list until only one (1) name remains; which shall be the arbitrator chosen by the parties. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, either party may reject the entire list and request that another list be requested from the FMCS. The party requesting arbitration will pay for the initial panel list from the FMCS Ohio region. If any list is rejected, the rejector will pay for the next list. The loser of the arbitration will be responsible for the cost of the initial panel list.

If the Association fails to actively pursue selection of the arbitrator or scheduling of the arbitration hearing during any continuous thirty (30) day period after requesting arbitration, the grievance shall be deemed to have been resolved on the basis of the Employer's last answer.

- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator may not modify or amend the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the Association and the Employer. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne

equally by both parties. The expenses of any non-employee witness shall be borne, if any, by the party calling witness. The cost of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 9.8. When an employee covered by this Agreement chooses to pursue a grievance without representation by the Association, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Association representative will be notified of the representative's right to be present at the adjustment.

ARTICLE 10 **PERSONNEL FILES**

Section 10.1. Employees shall be permitted to inspect their personnel files maintained by the Employer at a mutually agreeable time, and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have an Association representative accompany them during such review.

Section 10.2. If employees feel that any document, statement, or notation in their personnel files is inaccurate or unfavorable to them, they shall be given the right to place a statement of rebuttal or explanation in their file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer.

Section 10.3. Records of verbal warnings (written record), written reprimands, and suspensions without pay of five (5) tours of duty or less shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

Records of suspensions without pay of more than five (5) tours of duty and records of reduction in pay or rank shall remain in force and effect for the duration of employment.

Section 10.4. After expiration of the time limits provided for in Section 10.3 of this Article, and upon request of the employee, any record of disciplinary action that is no longer in force and effect, and any appended statement of rebuttal or explanation shall be placed in a sealed envelope. The sealed envelope shall be marked with the employee's name, the date that the enclosed disciplinary action was taken, and the date that the envelope was sealed.

Section 10.5. All items defined by Ohio Revised Code or the appropriate governing legislation as public information shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons other than representatives of the Employer, unless by court order, subpoena, or written permission of the employee.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 11.1. The standard work period for all bargaining unit employees shall consist of one hundred forty-four (144) hours each nineteen (19) day work period, as established by the Employer. The normal work schedule shall be comprised of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Tours of duty will normally begin at 7:00 a.m. Changes of normal work schedules which are made to accommodate shift changes or the seven (7) days per week operation shall not be cause for premium pay except as required by the F.L.S.A. Shift changes shall be posted fourteen (14) calendar days prior to the effective date of the change except for emergency situations.

Notwithstanding the above provisions, during each leap year, the Employer agrees to schedule bargaining unit employees to work eight (8) hour shifts on February 29 instead of the typical twenty-four (24) hour shifts. The purpose of this mutually agreed change is to rotate the employees scheduled to work on holidays in a more equitable manner. The parties mutually agree in order to comply with the Fair Labor Standards Act (FLSA), to pay four (4) additional hours at the employee's regular straight-time hourly rate to any employee working in excess of one hundred twenty (120) hours during the pay period which includes February 29.

Section 11.2. Bargaining unit employees required to be in active pay status in excess of one hundred forty-four (144) hours during any nineteen (19) day work period shall be paid overtime for all hours which exceed one hundred forty-four (144).

Overtime shall be paid at the rate of one and one-half (1 ½) times the employee's annual salary divided by two thousand eighty (2,080) hours or an employee may elect to receive compensatory time off in lieu of overtime at the rate of one and one-half (1 ½) times.

Payment for overtime shall be made in the pay period which follows the end of each work period. An employee requesting compensatory time off shall request it be credited in the pay period that it was earned. Compensatory time in lieu of overtime pay shall be allowed to a maximum of ninety-six (96) hours. Any compensatory time in lieu of overtime earned over the maximum allowable hours shall be paid at the applicable forty (40) hour rate.

Compensatory time in lieu of overtime can be used in one (1) hour to twenty-four (24) hour increments. Any use of compensatory time in less than twenty-four (24) hour increments shall be scheduled no more than ninety-six (96) hours in advance. Any use of compensatory time in twenty-four (24) hour increments shall be scheduled as specified in Article 16 herein. Compensatory time shall only be scheduled after it has been earned by the employee.

Upon retirement, separation, or death of an employee who is on the payroll at the time of death, any unused compensatory time earned shall be paid to the employee or to the estate of the deceased, as may be the case at the current fifty-three (53) hour rate of pay. This section also applies to compensatory time received under Section 15.3 herein.

Notwithstanding the other provisions of this Article and for purposes of compliance with the Fair Labor Standards Act (FLSA) only, the parties mutually agree overtime shall be computed based on a twenty-eight (28) day work period in accordance with Title 29 USC,

Section 207 (K). Such exemption shall be applicable in the event of an investigation or audit by the U.S. Department of Labor or any legal action alleging a violation of the FLSA.

Section 11.3. Except as otherwise provided herein, any paid leave shall be considered as active pay status and therefore included in the calculation of overtime. Employees required to work on a holiday shall be paid for such day in accordance with the Holidays Article and shall not have the holiday pay counted as active pay status.

Section 11.4. The Employer reserves the right to assign employees to special or temporary assignments based on a forty (40) hours per week schedule.

Section 11.5. In order to avoid working in excess of one hundred forty-four (144) hours during any nineteen (19) day work period as specified in Section 11.2, employees shall be scheduled one (1) "Kelly day" every third nineteen (19) day work period. Kelly days must be utilized during the nineteen (19) day work period in which the employee is otherwise scheduled to work one hundred sixty-eight (168) hours. Kelly days shall be scheduled in December of each year for the following calendar year and shall take precedence over any other requested time off. In the event two (2) or more employees desire the same date for a Kelly day, the employee with the greater seniority shall be given preference.

Employees may trade tours of duty in accordance with Article 25 herein with employees on their same shift on a scheduled Kelly day, provided no overtime is created by such trade.

Vacation and/or compensatory time may be scheduled in the same work period as Kelly days provided it does not adversely affect manpower requirements or create overtime. The Employer reserves the right to restrict this practice if an abusive or patterned use of sick leave develops.

ARTICLE 12
WAGES

Section 12.1. Effective January 1, 2016, at the beginning of the shift, the wages of all full-time bargaining unit employees shall be as follows:

BEGINNING FIREFIGHTER						
	Step A	Step B				
53 Hour rate**	12.52	12.77				
Annual	34,497.22	35197.34				
40 Hour rate**	16.59	16.92				

FIREFIGHTER						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
53 Hour rate**	13.28	13.81	14.36	14.93	15.53	20.68
Annual	36,597.60	38,061.50	39,589.06	41,159.04	42,813.89	56,986.18
40 Hour rate**	17.60	18.30	19.03	19.79	20.58	27.40

LIEUTENANT						
	Step 1	Step 2	Step 3			
53 Hour rate**	14.93	15.53	21.29			
Annual	41,159.04	42,813.89	58,683.46			
40 Hour rate**	19.79	20.58	28.21			

CAPTAIN						
	Step 1	Step 2	Step 3			
53 Hour rate**	15.53	20.68	23.93			
Annual	42,813.89	56,986.18	65,960.54			
40 Hour rate**	20.58	27.40	31.71			

Section 12.2. Effective January 1, 2017, at the beginning of the shift, the wages of all full-time bargaining unit employees shall be as follows:

BEGINNING FIREFIGHTER						
	Step A	Step B				
53 Hour rate**	12.77	13.03				
Annual	35,187.16	35,901.29				
40 Hour rate**	16.92	17.26				

FIREFIGHTER						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
53 Hour rate**	13.54	14.09	14.65	15.23	15.84	21.09
Annual	37,329.55	38,822.73	40,380.84	41,982.22	43,670.17	58,125.90
40 Hour rate**	17.95	18.67	19.41	20.19	20.99	27.95

LIEUTENANT						
	Step 1	Step 2	Step 3			
53 Hour rate**	15.23	15.84	21.72			
Annual	41,982.22	43,670.17	59,857.13			
40 Hour rate**	20.19	20.99	28.77			

CAPTAIN						
	Step 1	Step 2	Step 3			
53 Hour rate**	15.84	21.09	24.41			
Annual	43,670.17	58,125.90	67,279.75			
40 Hour rate**	20.99	27.95	32.34			

Section 12.3. Effective January 1, 2018, at the beginning of the shift, the wages of all full-time bargaining unit employees shall be as follows:

BEGINNING FIREFIGHTER						
	Step A	Step B				
53 Hour rate**	13.03	13.29				
Annual	35,890.90	36,619.32				
40 Hour rate**	17.26	17.61				

FIREFIGHTER						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
53 Hour rate**	13.81	14.37	14.94	15.53	16.16	21.51
Annual	38,076.14	39,599.18	41,188.46	42,821.86	44,543.57	59,288.42
40 Hour rate**	18.31	19.04	19.80	20.59	21.41	28.51

LIEUTENANT						
	Step 1	Step 2	Step 3			
53 Hour rate**	15.53	16.16	22.15			
Annual	42,821.86	44,543.57	61,054.27			
40 Hour rate**	20.59	21.41	29.35			

CAPTAIN						
	Step 1	Step 2	Step 3			
53 Hour rate**	16.16	21.51	24.90			
Annual	44,543.57	59,288.42	68,625.35			
40 Hour rate**	21.41	28.51	32.99			

** The regular fifty-three (53) hour rate is calculated by dividing the annual rate by 2,756 hours and the forty (40) hour rate is calculated by dividing the annual rate by 2,080 hours.

Section 12.4. The annual wage levels specified in this Article do not constitute a guarantee of minimum earnings. Any unpaid leave, unpaid absence, unpaid disciplinary suspension, or layoff period would reduce the specified earnings levels.

Section 12.5. Newly appointed employees start at Beginning Firefighter Step A, unless the following two conditions are met on or before the employee's appointment date:

1. The newly appointed employee has a valid Firefighter II certification for the state of Ohio.
2. The newly appointed employee has a valid EMT-Basic, EMT-Intermediate, or EMT-Paramedic certification for the state of Ohio.

Newly appointed employees meeting both of these conditions will start at Firefighter Step 1. Employees appointed at Step 1 are required to successfully pass all four (4) step tests in accordance with Section 12.6.

Regardless whether the newly appointed employee starts at Beginning Firefighter Step A or Firefighter Step 1, the employee must still complete the probationary period outlined in Article 6.

Effective January 1, 2016, firefighters appointed after August 1, 2013 and meeting the above conditions will advance to the next Step. Fennell, Voelker, Robbins, and Landes will advance to Step 1. Firefighters Huels, Seagraves, and Allread will advance to Step 3. These firefighters will continue advancing to the next Steps upon their anniversary date following the procedures outlined in Section 12.6. All employees advanced in step pay are required to successfully pass all four (4) step tests in accordance with Section 12.6.

Section 12.6. Beginning firefighters shall be eligible to move from Step A to Step B after six (6) months of continuous employment. Each employee who has not reached Step 4 of the pay ranges specified in Section 12.1 through 12.3 above shall be eligible for consideration for advancement to the next succeeding pay step in accordance with the following procedures:

- A. The employee shall be given a written and practical examination prior to each anniversary date of employment as a full-time firefighter in the Greenville Fire Department.
- B. Employees successfully passing the written and practical exam with a minimum score of seventy-five percent (75%) on each portion and a minimum combined average of eighty percent (80%) will be advanced to the next succeeding pay step on their anniversary date of employment. Failure to meet the minimum score of any portion will result in a retest of that portion of the test. Failure to meet the minimum combined average of eighty percent (80%) will result in a retest of both portions of the test. The practical test is one portion of the test and the written test is one portion of the test.

EXAMPLE	WRITTEN	PRACTICAL	COMBINED
1. Retest Practical	90%	70%	80%
2. Complete Retest	75%	75%	75%
3. Complete Retest	80%	75%	77.5%

- C. Employees failing to pass the exam will remain in their current pay step and be eligible to retest sixty (60) days following the original exam. If the employee successfully passes the second exam, the employee will be advanced to the next succeeding pay step sixty (60) days following the employee's anniversary date for which the previous exam was given.
- D. Employees failing the second exam will remain at their current pay step and not be eligible to retest until their next anniversary date of employment.
- E. Failure to pass any exam more than three (3) times shall be just cause for removal of the employee.
- F. Failure of the Employer to conduct a test shall not be considered a reason for denial or the withholding of a within-grade pay step increase.

- G. Testing shall not be required for an employee to progress beyond Step 4. Upon reaching Step 4, an employee shall advance to succeeding pay steps on their anniversary date of employment as a full-time firefighter in the Greenville Fire Department.

ARTICLE 13
CALL-IN PAY

Section 13.1. Employees called in to work at a time outside their regular scheduled shift, thus necessitating additional travel to and from work, shall receive a minimum of three (3) hours pay at the applicable hourly rate in accordance with the Hours of Work and Overtime and Wages Articles herein, provided the employee reports to the station or assigned location within thirty (30) minutes of notification to report for duty.

Section 13.2. Employees reporting in as specified in Section 13.1 more than thirty (30) minutes following a call-in shall be paid at the applicable hourly rate in accordance with the Hours of Work and Overtime and Wages Articles herein for the actual hours worked.

Section 13.3. Section 13.1 of this Article shall not be applicable to those situations where an employee is held over immediately following the employee's regular shift.

ARTICLE 14
PLUS RATING

Section 14.1. If the Employer determines that it is necessary to designate a full-time employee to act in the capacity of officer in charge, such employee shall be compensated at the maximum rate in the Lieutenant's pay scale.

Section 14.2. An employee will be assigned such responsibility by the Employer if the on duty Officer is out of service for one (1) hour or more.

ARTICLE 15
HOLIDAYS

Section 15.1. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th

Thanksgiving Day
Christmas Day

Fourth Thursday in November
December 25th

Section 15.2. Employees who are not available for duty on any of the above designated holidays due to unpaid leave or due to disciplinary suspension, shall not be eligible for holiday pay for that holiday. Only those employees who work the tour of duty that begins at 7:00 a.m. on the holidays provided for in this Article shall be eligible for holiday pay. Employees who work on a holiday, but are not in active pay status on their normally scheduled tour of duty immediately prior to the holiday and their normally scheduled tour of duty immediately following the holiday shall not be eligible for holiday compensation or compensatory time for that holiday.

Section 15.3. Employees who report to work for the tour of duty that begins at 7:00 a.m. on the holidays provided for in this Article, and who complete the tour of duty, shall receive their regular pay for the day plus eight (8) hours holiday pay at the regular hourly rate of pay (40 hour rate), plus, at the employee's option, an additional eight (8) hours of pay at the regular hourly rate of pay (40 hour rate) or twenty-four (24) hours of compensatory time. Compensatory time shall be limited to a maximum of ninety-six (96) hours. Compensatory time shall be scheduled as specified in Section 16.6 herein. An employee shall be paid for all hours in excess of ninety-six (96) as follows:

Divide the excess hours by twenty-four (24), multiply by eight (8), then multiply the total hours by the employee's forty (40) hour rate of pay.

Section 15.4. Employees who are not scheduled to work on the holidays provided for in this Article shall receive eight (8) hours holiday pay at the regular hourly rate of pay (40 hour rate) for each holiday.

ARTICLE 16 **VACATIONS**

Section 16.1. Vacation credited to an employee's account on January 1 shall be for use during that same calendar year. Each January 1, each bargaining unit employee's vacation account shall be credited with the vacation hours accrued during the previous calendar year for use in the current calendar year.

Newly hired employees shall be credited on January 1, immediately following their date of hire for all vacation hours accrued since their date of hire. Newly hired employees may schedule any vacation credited to their account on January 1 after completion of six (6) months of employment provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous calendar year for use in the current calendar year. No accrued vacation hours shall be scheduled by the employee until they have been credited to the employee's vacation account on January 1.

Time Period	Accum. Rate	Use During Anniv. Year
Date of hire to first Jan. 1	10 hours per month	10 x number of mos.
Second and third Jan. 1	10 hours per month	120 hours
Fourth through sixth Jan. 1	12 hours per month	144 hours
Seventh through thirteenth Jan. 1	16 hours per month	192 hours
Fourteenth through Eighteenth Jan. 1	22 hours per month	264 hours
Nineteenth Jan. 1 and each Jan. 1	28 hours per month	336 hours thereafter

Section 16.2. Vacation leave usage shall be in increments of twenty-four (24) hours in duration. Vacation leave scheduling shall be subject to approval by the Fire Chief or, in the Chief's absence the Assistant Chief or Safety/Service Director, in accordance with the scheduling requirements of the Employer. Any accrued leave remaining at the end of a calendar year in less than a twenty-four (24) hour increment shall be compensated to an affected employee by payment of a cash equivalent.

Section 16.3. For the purposes of this Article, earned vacations shall accrue on a monthly pro-rata basis but shall not be credited to the employee's vacation account for use until January 1 of the following calendar year. Upon retirement, separation, or death of an employee who is on the payroll at the time of death and has completed at least twelve (12) months of service with the city, any unused vacation accumulated shall be paid to the employee or to the estate of the deceased, as may be the case.

Section 16.4. Vacation leave shall be taken by the employee within the same calendar year in which such vacation hours were credited to the employee's vacation account, or such vacation shall be deemed forfeited. Exceptions to this may be made only in the event of extenuating circumstances and are subject to approval by the Fire Chief and the Mayor.

Section 16.5. Vacation leave accumulates while an employee is on vacation leave, sick leave, or any other paid leave as provided for elsewhere in this Agreement. No vacation leave shall accumulate while an employee is on any unpaid leave, while in overtime status, or while the employee is on disciplinary suspension.

Vacation accumulation shall be pro-rated, based on the accumulation rates contained in Section 16.1, for any partial work periods.

Section 16.6. The Employer reserves the right to limit the scheduling of vacations and other time off to avoid the creation of overtime situations.

- A. Except as provided here, the City will allow two (2) employees to be off at the same time, in any combination of earned time off (i.e., vacation, holiday, comp time, etc.) Kelly days or personal day.
 - 1. Kelly days take precedence over any other time off.
 - 2. Kelly days/vacation/comp days/personal day time can be canceled by mutual consent of the employee and the Employer. This can only be done twenty-

four (24) hours or more in advance of the employee being off, unless an emergency is declared in accordance with Article 33 herein.

3. A canceled Kelly day will be rescheduled in the same Kelly period it was canceled in.
- B. If someone is to be called and asked to cancel a day off, it will be in the following order:
1. Personal Day
 2. Comp Day
 3. Vacation
 4. Kelly Day
- C. If two (2) employees are off at the same time to determine order they are to be called in:
- First: Type of time off (refer to B)
- Second: Earliest day picked has priority (if same type of leave)
- Third: Seniority

Section 16.7. During the State Fire School, it shall be treated as an employee being off on earned time off. Scheduling of additional time off including vacation, compensatory time and Kelly Days shall be done as specified in Section 16.6 herein.

Section 16.8. No compensatory time or personal day leave shall be scheduled by the employee until it has been credited to the employee's account.

- A. Compensatory time or personal day leave used in less than twenty-four (24) hour increments can be scheduled and approved by the Shift Captain with notification to the Fire Chief. Compensatory time or personal day leave used in less than twenty-four (24) hour increments shall not be scheduled more than ninety-six (96) hours in advance.
- B. Compensatory time used in twenty-four (24) hour increments can be scheduled at any time for the current calendar year and up to the first sixty (60) days in the next calendar year after October 1 of the current year.
- C. Personal day leave used in twenty-four (24) hour increments can be scheduled for at any time for the current calendar year.

Section 16.9. Individual employees are limited to four (4) cancellations of vacation, compensatory days, and personal days in a calendar year. A cancellation is considered any

request to cancel any of vacation, compensatory time, or personal day leave previously applied for and approved. Canceling a continuous block (consecutive duty days) of the same type of leave constitutes only one (1) cancellation. Any requests to cancel leave beyond the four (4) allowable in a calendar year is subject to approval only upon extenuating circumstances and denial of additional request to cancel leave is not subject to the grievance procedure. Cancellations due to an employee being on approved sick leave, funeral leave or injury leave are automatically considered extenuating circumstances and do not count against an employee's allowable cancellations.

ARTICLE 17
UNIFORMS AND EQUIPMENT

Section 17.1. The Employer shall supply a beginning firefighter the following uniform items during the first year of employment at no cost to the employee as soon as practical after hire:

1 Short Sleeve Class B Shirt w/patches	1 Black Belt
5 Navy Blue, Short Sleeve Golf Shirts	1 Black Tie
6 T-Shirts	1 Double Breasted Dress Blouse
3 Class B Work Pants	1 Long Sleeve White Dress Shirt
1 Dress Shoes	1 Dress Pant
1 Work Shoes	1 3-in-1 Parka
1 Fire Department Bell Crown Cap	1 Job Shirt
1 Long Sleeve Class B Shirt w/patches	2 Work-out shorts

Miscellaneous: Nameplate
 Tie Tac
 Lapel Pins

Section 17.2. An employee in his first year of service, shall be granted a uniform allowance on a pro-rated basis as follows: If an employee is hired during the first quarter of the year, the employee shall receive 100% of his allotment, four hundred fifty dollars (\$450.00); if hired during the second quarter, the employee shall receive 75% of his allotment, three hundred thirty-seven dollars and fifty cents (\$337.50); if hired during the third quarter, the employee shall receive 50% of his allotment, two hundred twenty-five dollars (\$225.00); if hired during the fourth quarter, the employee shall receive 25% of his allotment, one hundred twelve dollars and fifty cents (\$112.50).

After an employee's first full year of service, from the employee's date of hire, and each year thereafter, the employee will receive a uniform allowance of four hundred fifty dollars (\$450.00) paid to each employee on or before April 1st.

The Uniform allowance shall be utilized to maintain the uniform items specified in Section 17.1.

Section 17.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Fire Chief.

Section 17.4. In the event of a major change in uniform requirements, the cost of the initial uniform change that is in excess of the provisions of Section 17.2 will be paid by the Employer.

Section 17.5. All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 17.6. Employees shall be expected to present themselves for duty in proper uniform and to maintain a neat, professional appearance whenever on duty or acting under the colors of the Fire Department. Employee uniforms shall be subject to periodic inspections by the Fire Chief. Fire Department uniforms shall not be worn by employees when they are off duty.

Section 17.7. A Uniform Committee shall be established consisting of the Fire Chief and one (1) bargaining unit employee from each platoon as selected by the Association. The purpose of the Uniform Committee shall be to discuss any changes in the type, style, and quantity of uniforms provided and to discuss the procedures by which such uniforms are ordered and distributed.

Section 17.8. During December of each calendar year, the Uniform Committee shall meet to discuss the uniform ordering and distribution requirements for the following calendar year. The ordering process will begin as soon as practical following the December meeting.

Section 17.9. The Uniform Committee shall be advisory in nature. Decisions reached by the Uniform Committee shall be within the limits provided in the Collective Bargaining Agreement, and shall not be binding on the Employer.

Section 17.20. Upon request, at full service retirement (25 years), an employee shall retain his Fire Helmet. The City shall pay \$100.00 towards the purchase of a replacement fire helmet and the Association shall fund the cost of the replacement over \$100.00.

ARTICLE 18 **INSURANCES**

Section 18.1. Each employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$15,000 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 18.2. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Association shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effect of such change.

Section 18.3. The Employer shall make a group health insurance plan available to all bargaining unit employees subject to the following conditions:

- A. Effective January 1, 2005, the Employer will pay ninety percent (90%) of the total monthly insurance premium for an employee only policy or eighty percent (80%) of the total monthly insurance premium for a family health insurance plan.
- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the mast contract with the carrier.
- C. If an employee or an employee's dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.
- D. Employees shall not be entitled to remuneration if they choose to not avail themselves to the health insurance coverage provided by the Employer. In order to be eligible for the Employer's contribution toward health insurance hereunder, the employee must agree to pay, via payroll deduction, the difference, if any, between the actual premium charged for the elected coverage and the City's contribution.

Section 18.4. The Employer agrees to maintain, at no cost to the employees, professional liability insurance covering all employees of the bargaining unit.

Section 18.5. The Employer shall establish an insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follows:

- A. The insurance task force shall consist of one (1) representative and one (1) alternate from each recognized bargaining unit within the City, plus one (1) representative and one (1) alternate for all non-bargaining employees. However, each group represented shall have only one (1) vote regarding any decision requiring a vote of task force members.
- B. The task force shall meet on the third week in April, July, October, and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.
- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.

- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote. The task force members may postpone any vote of the insurance task force for up to seventy-two (72) hours, by a majority vote of the task force.
- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

Section 18.6. The City agrees to establish a separate interest-bearing account for the health insurance fund if such procedure is approved by the State Auditor. The City shall provide a financial report to the Association regarding the insurance fund once each quarter.

ARTICLE 19

TRAINING AND EDUCATION

Section 19.1. When the Employer requires any bargaining unit employee to attend any school, class, training session, educational opportunity, etc., the employee shall have all hours spent in such training included in the hours worked during the work period in which the training session occurs. Meal periods and other time in which the employee is not required to be in the classroom shall not be included as hours worked provided, however, the employee shall not suffer any loss in regular pay as a result of attending such training program.

Section 19.2. When the Employer requires that a bargaining unit employee travel to any training or educational opportunity the employee shall have all required travel hours included in the hours worked during the work period in which such travel occurs.

Section 19.3. The expenses for tuition, registration, fees, etc., of any training or educational opportunity required by the Employer shall be paid by the Employer.

Section 19.4. When an employee desires to participate in training or furtherance of education, on a strictly voluntary basis, solely at the employee's own initiative, and during non-working hours, the employee will be reimbursed by the Employer for the cost of tuition, books, and course materials on the following conditions:

- A. Prior approval is received from the Employer in writing. Only those courses that directly relate to the furtherance of the employee's knowledge of the job

classification shall be considered by the Employer. Failure to approve shall not be subject to the grievance procedure.

- B. The course is successfully completed with a grade equivalent of a "C" or better or with a "certificate of completion."
- C. Reimbursement will be made upon presentation of paid invoices for reimbursable items.
- D. If the employee's service with the Employer is terminated by the employee's own volition within one (1) year of completion of the course, the employee shall return the Employer's total outlay of money for the training.
- E. The maximum cost to the Employer for all training and education under this Section shall not exceed five hundred dollars (\$500.00) per calendar year for any one employee and shall not exceed two thousand dollars (\$2,000.00) per calendar year for the entire bargaining unit. Training and education expenses in excess of five hundred dollars (\$500.00) per calendar year for any one employee may be approved by the Fire Chief in special circumstances. Failure to grant such additional approval shall not be subject to the grievance procedure.

Section 19.5. Time spent by employees attending lectures, meetings, classes, and training programs is not considered hours worked when all four of the following criteria are met:

- A. Such time is spent outside normal working hours;
- B. Attendance by the employee is voluntary;
- C. * The lecture, meeting, class, or training program is not directly job-related; and
- D. The employee does not perform any productive work for the Employer during the employee's attendance.

Training is directly job-related if it is designed to enable the employee to perform the employee's job more effectively. Training is not job-related if it is designed to train the employee to perform a different job.

- * Voluntary attendance by an employee at an independent school or college outside working hours is not considered hours worked, even if the courses taken are directly job-related.

Section 19.6. Whenever an employee has been authorized by the Employer to attend a training program scheduled to last more than three (3) consecutive days, the following shall apply:

- A. If such program qualified for Employer reimbursed meal expenses in accordance with the City Ordinance, the employee shall submit an estimate of the meal and travel expenses to be incurred;

- B. The employee may request an advancement for estimated meal and travel expenses three (3) weeks prior to the date the employee wishes to pick-up the check;
- C. The employer shall examine the employee's request and advance the employee seventy-five percent (75%) of the estimated meal and travel expense, in accordance with City Ordinance and based on the total number of training days scheduled;
- D. On the first regular business day (Monday-Friday) following the employee's return from the training program, the employee shall return all advanced meal and travel expenses for which the employee fails to present receipts showing authorized expenditure of the funds.

Section 19.7. Expenses for meals shall be reimbursed according to the following conditions and standards:

- A. The meal expense sought to be reimbursed is in conjunction with recognized, organized meetings, conferences or travel, the attendance at which has been pre-authorized; and, the food/beverage expenses sought to be reimbursed do not exceed a maximum, daily per diem as outlined in Codified Ordinance, Section 252.095 (excluding alcoholic beverages).
- B. The gratuity shall not exceed fifteen percent (15%) of an applicable meal expense. If meal expenses are included in a registration fee or lodging fee, suppicate or substitute meals shall not be reimbursable.

ARTICLE 21 **SICK LEAVE**

Section 21.1. Full-time bargaining unit employees hired prior to January 1, 1999 shall accrue sick leave at the rate of .0871 of an hour for each hour worked and for each hour in active pay status except as otherwise provided herein, up to a maximum accrual of two hundred forty (240) hours per calendar year. Full-time bargaining unit employees hired on or after January 1, 1999 shall accrue sick leave at the rate of .0609 an hour for each hour worked and for each hour on active pay status, except as otherwise provided herein, up to a maximum accrual of one hundred sixty eight (168) hours per calendar year. Sick leave shall not accrue while an employee is on any unpaid leave, layoff, disciplinary suspension, or in overtime pay status. Sick leave shall continue to accrue while an employee is on sick leave but shall only be credited to the employee's sick leave balance if and when the employee returns to work.

Section 21.2. Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the work assignment, and when such illness or injury is not job related except as outlined in Article 22.
- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the

affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or child care situations.

- C. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.
- D. For funeral leave purposes as provided for in Section 23.3 of this Agreement.

Immediate family as used in this Article shall be limited to mother, father, son, daughter, step child, spouse, or a legal guardian or other person who stands in the place of a parent (in loco parentis), or domestic partner residing in the same household.

Section 21.3. When an employee is unable to report to work due to illness or injury, the employee shall notify the immediate supervisor or other designated person as soon as possible, but no later than between the hours of 6:00 a.m. and 6:30 a.m., unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Fire Chief or designee.

Section 21.4. Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer will determine whether or not the request for payment of sick leave benefits should be approved. The Employer may, when an employee utilizes sick leave for an absence of two (2) or more consecutive tours or for any sick leave use in excess of three (3) instances of use within any calendar year, require the employee to furnish a statement from a licensed medical practitioner. The Employer will notify the employee within twenty-four (24) hours of the employee's sick leave notification as to whether or not a statement will be required. Such statement shall include the nature of the illness or injury, the treatment given, and the prognosis, the estimated date when the employee can be expected to return to work, and a release to return to work without restriction statement. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 21.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 21.6. An employee who is credited with sick leave (earned while employed by the City of Greenville) may elect one of the following options with respect to sick leave credit remaining at the end of the calendar year:

- A. Carry forward the balance; or
- B. Receive a cash benefit. An employee who has sick leave credit (earned while employed by the City of Greenville) remaining as of October 31st of any calendar year in excess of four hundred and eighty (480) hours may convert such sick leave credit in excess of four hundred and eighty (480) hours at the rate of one (1) hour of the employee's regular hourly rate of pay (40 hour rate) in effect as of the date of application for every three (3) hours of unused credit over four hundred and eighty (480), to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year.
- C. An employee who has sick leave credit (earned while employed by the City of Greenville) remaining as of October 31st of any calendar year in excess of one thousand eight hundred (1,800) hours may convert such sick leave credit in excess of one thousand eight hundred (1,800) hours at the rate of one (1) hour of the employee's regular hourly rate of pay (40 hour rate) in effect as of the date of application for every three (3) hours of unused credit over one thousand eight hundred (1,800) hours, to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year and may be applied for separately from or in addition to the provisions of Section 21.6(B) of this Article.
- D. An employee selecting the option described in Section 21.6(B) and/or 21.6(C) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, by November 1 of each calendar year shall result in the automatic carry forward of any unused balance.
- E. Cash benefits will be paid the same pay period that includes November 20.
- F. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.
- G. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville, employees will be deemed to use the hour accumulated during their employment with Greenville prior to using any hours transferred from another employer (last in, first out).

Section 21.7. Payment for Accumulated Sick Leave Upon Voluntary Separation:

- A. Employees who have accumulated sick leave earned while employed by the City of Greenville may, at their request, be paid for a percentage of their accumulated balances upon voluntary termination from service to the Employer, other than upon retirement, at their last base rate of pay (53 hour rate) at the rate of one hour of pay for every two (2) hours of accumulated balance for those hours between 477 hours and 1431 hours to a maximum of 477 hours of pay.
- B. In order to be eligible for the payment authorized by this Section, an employee shall have at least six (6) years of service with the Employer.

- C. An employee who voluntarily terminates employment with the Employer, and who is eligible for payment in accordance with the provisions of this Section, shall make written application for such payment prior to such termination using a form issued by the Employer for such purpose. Such written application shall be made not more than fourteen (14) calendar days after the date of such termination. Failure to make a timely application shall result in the forfeiture of the accumulated sick leave credit.
- D. Payments made pursuant to this Section shall be deemed to eliminate any future demands for payment for any remaining accumulated sick leave credit.
- E. Employees who fail to request payment of accrued but unused sick leave at time of voluntary separation may, at any future date, have such accrued but unused sick leave transported to another public sector employer in accordance with the provision of the applicable sections of the Ohio Revised Code.
- F. Employees who are discharged from employment shall forfeit all rights to receive any payment of accrued but unused sick leave.
- G. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville, employees will be deemed to use the hours accumulated during their employment with Greenville prior to using any hours transferred from another employer (last in, first out.)

Section 21.8. Payment for Unused Sick Leave Upon Retirement:

- A. Upon qualifying for eligibility to received public employment retirement, an employee who at the time of retirement from active service has completed six (6) years of service with the Employer may elect to be paid for a percentage of their accumulated sick leave. Employees hired prior to January 1, 1994 shall be paid one day of pay for every two (2) days of accumulated balance for those days between thirty (30) and one hundred twenty (120) to a maximum of forty-five (45) days of pay, based upon the employee's normal work day. Employees hired on January 1, 1994 and after shall be paid at the rate of one hour of pay for every two (2) hours of accumulated balance for those hours between 477 hours and 1431 hours to a maximum of 477 hours of pay. Payment for sick leave on this basis shall be based on the employee's rate of pay (53 hour rate) at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.
- B. An employee who retires and elects to convert sick leave credit in accordance with this Section hereof shall make written application for such payment prior to such retirement using a form issued by the Employer for such purpose.

Section 21.9. In the event of the death of an employee, accrued but unused sick leave as defined in this Section shall be paid to the employee's designated beneficiary, or, in the absence of a designated beneficiary, to the estate. Such compensation shall be at the

employee's base rate of pay at the rate of one (1) day of pay for every two (2) days of accumulated balance, to a maximum of forty-five (45) days of pay. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 22 **INJURY LEAVE**

Section 22.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the result of "horse-play," negligence, recklessness, or intentional self-infliction by an employee, and upon the employee's application, the Employer shall grant the employee Occupational Injury Leave (OIL) for a period not to exceed ninety (90) calendar days immediately following the initial date of injury per injury as identified by the Ohio Bureau of Workers' Compensation (OBWC) claim number. Following the initial ninety (90) day period, if the employee remains eligible for lost time (temporary total) benefits from BWC, the employee may use accrued sick time or other approved leave balances to supplement Workers' Compensation benefits for up to one (1) year immediately following the initial date of injury. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted.

Upon written request of the employee, the Employer may grant extensions of the original OIL in thirty (30) calendar day increments. Failure to grant an extension shall not be subject to the grievance procedure.

Section 22.2. An employee applying for OIL or supplemental leave hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 22.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation as soon as possible. If the Employer requests a hearing before OBWC to determine the validity of any claim, the Employer shall notify the affected employee of such request.

Section 22.4. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

In the event the employee does not have sufficient sick and /or vacation leave to reimburse the Employer for all OIL benefits received for a rejected claim, the employee shall make full restitution to the Employer through a mutually agreeable arrangement.

Section 22.5. In lieu of granting OIL, the Employer may provide a transitional work assignment, if available, which will permit the employee to work for the Employer within the

limitations set by the employee's attending physician or other physician selected by the Employer. The maximum time for assignment to a transitional work assignment shall be four (4) weeks, unless extended at the sole discretion of the Employer. Failure of the Employer to assign an employee as outlined above shall not be subject to appeal through the grievance procedure.

Section 22.6. The Employer, at its option, may require the employee to take physical examinations by doctors selected by the Employer in matters relating to injury. Any such examination, if required by the Employer, shall be at the Employer's expense.

ARTICLE 23

FUNERAL LEAVE

Section 23.1. In the event of the death of a member of an employee's immediate family as defined in Section 21.2 of this Agreement, the employee shall be granted up to two (2) consecutive duty days of funeral leave to make the funeral arrangements, participate in visitations and attend the funeral.

Section 23.2. Employees shall be granted one (1) duty day of funeral leave to make arrangements, participate in visitation and attend the funeral in the event of the death of an employee's brother, sister, grandparent, grandparent-in-law, grandchild, aunt, uncle, nephew, niece, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative who had been residing in the same household as the employee.

Section 23.3. The Employer may permit a bargaining unit employee to use accrued but unused sick leave to attend the funeral of any person not specified in this Article, or to extend the funeral leave period following the death of any relative provided for in this Article.

Section 23.4. Proof of death, relationship to the deceased, an/or proof of attendance at the funeral may be required.

ARTICLE 24

FAMILY AND MEDICAL LEAVE

Section 24.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months before the leave commences.

Section 24.2. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee request to begin use of FMLA leave. For purposes of this Article, a workweek shall be defined as a seven (7) calendar day period. FMLA leave may be taken for the following reasons:

- Because of the birth of a son or daughter of the employee or placement of a child with the employee for adoption or foster care;

- In order to care for the spouse, son, daughter, parent or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent or “in loco parentis” has a serious health condition; or
- Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employees position.

The period of FMLA leave shall include any period of approved sick leave, vacation, other paid leave, or unpaid leave of absence taken due to the above qualifying events. All applicable paid leave shall be exhausted before the employee uses the unpaid portion of the FMLA leave.

Section 24.3. In any case in which a husband and wife, both employed by the City, request leave due to the birth or placement with the employees of a son or daughter, the aggregate number of workweeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during the twelve (12) month period specified above.

Section 24.4. Leave due to the serious health condition of the employee or the employee’s spouse, son, daughter, or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Employer may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position or shift which has equivalent pay and benefits and better accommodates the recurring period of leave.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this Agreement. The Employer may, however, require the employee to transfer to an available alternative position having equivalent pay.
Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced leave schedule which reduces the employee’s usual number of hours per workweek or per workday.

Section 24.5. An employee granted FMLA leave shall continue to accrue seniority during the period of leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

Section 24.6. Any eligible employee granted a FMLA leave shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician’s certification before granting a FMLA leave, the Employer may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee’s position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

Section 24.7. During any period that an eligible employee is on FMLA leave, the Employer shall maintain the employee’s group health care coverage under the conditions coverage

would have been provided if the employee had continued in active employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee is ever more than thirty (30) days late in tendering the employee's share of the premium, the Employer's obligation to pay its share of the premium shall cease. In no event, however, will the Employer cease its payment until fifteen (15) days after notice has been mailed or provided.

If the employee does not return from the leave, the employee is responsible to reimburse the Employer for the total insurance premium paid by the Employer unless the employee does not return due to:

1. Continuation, recurrence, or onset of a serious health condition; or
2. Other circumstances beyond the control of the employee.

The Employer may, however, demand medical certification to substantiate these reasons, if applicable. If not provided, the employee must reimburse the insurance premiums paid by the Employer.

Section 24.8. Eligible employees requiring FMLA leave shall normally notify the Employer not less than thirty (30) days prior to the date such leave is to begin by completing the appropriate request form. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete a request form and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor. Failure to provide the Employer notice without valid excuse may delay granting of the leave until thirty (30) days after the notices has been received.

Section 24.9. Employees must provide the Employer with certification of the condition justifying the leave from a health care provider in cases involving serious health conditions. If the leave is foreseeable, such certifications must be provided to the Employer thirty (30) days in advance of the leave. If unforeseeable, certifications must be provided within fifteen (15) days after the Employer's demand for the certification.

Upon receipt of the certification, the Employer may, at the City's expense, require the employee to obtain a second opinion from a health care provider selected by the Employer. The Employer will not seek additional information from the initially certifying practitioner and the employee shall be placed on a provisional FMLA leave.

If the second opinion differs from the first, the Employer may, at the City, expense, require the employee to submit to a third examination by a health care provider jointly selected by the Employer and the employee. This third opinion shall be final and binding.

If a second or third opinion do not confirm entitlement, the employee shall reimburse the Employer for any insurance premiums already paid during the period not covered by paid leave.

Section 24.10. The intent of the Article is to comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of this objective that do

not conflict with this Agreement. Any ambiguities herein shall be resolved by reference to the FMLA, 29 CFR 825, and applicable case law.

ARTICLE 25
TRADING TOURS OF DUTY

Section 25.1. Employees may be permitted to trade tours of duty subject to approval of the Fire Chief or designee provided that requests are submitted in accordance with procedures and limitations established by the Fire Chief.

Section 25.2. The trading of tours of duty shall not create an overtime situation for either of the two employees involved in the trade with the exception of a call-in as provided for in Section 13.1 of this Agreement.

Section 25.3 Trading Tours of Duty is an arrangement made mutually between employees. The City of Greenville has no interest in the hours owed from one employee to another.

ARTICLE 26
LAYOFF AND RECALL

Section 26.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the employee shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 26.2. Layoff order shall be in the inverse order of seniority in rank. In the event of a job abolishment/layoff in the rank of Captain, such employee shall have the right to bump any firefighter with less departmental seniority. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are able to meet the minimum requirements as provided for in applicable state law to perform the work in the classification to which they are recalled. If additional training is required to meet such minimum requirements, the Employer will pay for such training. During such training period, the employee shall be considered a recalled employee with full pay and benefit rights as provided for in this Agreement.

Section 26.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the period of layoff.

Section 26.4. The recalled employee shall have seven (7) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return to work and shall have twenty-one (21) calendar days following the receipt

or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 27
STAFFING

Section 27.1. The Employer agrees that it shall use its best efforts to maintain a full complement of firefighters on each shift.

ARTICLE 28
LABOR/MANAGEMENT COMMITTEE

Section 28.1. In the interest of sound personnel relations between the Employer and the employees, there shall be a Labor/Management Committee. Each party may designate two (2) individuals to act as its representatives on the Committee. The Committee shall meet upon request of either party to discuss matters of mutual concern, including but not limited to the administration of this Agreement, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

Section 28.2. Unless mutually agreed otherwise in advance, the Committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes.

Section 28.3. Either party may request that a third individual attend the labor/management meeting to relate special expertise upon a certain subject matter. The other party shall be notified of the attendance and purpose of the third individual's participation, at the time the meeting is scheduled.

ARTICLE 29
RULES AND REGULATIONS

Section 29.1. The Association recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority.

Section 29.2. The Employer recognizes that no rules, regulations, policies, or procedures shall be established that are in violation of any express terms of this Agreement.

Section 29.3. The Employer shall give the Association written notice seven (7) days prior to the implementation of any new work rules, regulations, policies, or procedures, except in emergency situations. The Association President, or in the President's absence another member of the Association's Executive Board, shall sign a form acknowledging receipt of the notice from the Employer. The Employer agrees to discuss any changes with the Association, if the Association so desires, during this seven (7) day period.

ARTICLE 30
DRUG/ALCOHOL TESTING

Section 30.1. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the Employer may administer the applicable tests upon confirmation of a law enforcement officer. Employees will be subject to random testing for drugs and alcohol.

Section 30.2. All drug or alcohol tests shall be conducted in accordance with 49 CFR Part 40.

Section 30.3. Refusal to submit to the testing provided for in this Article shall be grounds for discipline.

Section 30.4. Any discipline arising under this drug and alcohol policy will be subject to the grievance procedure.

Section 30.5. Employees may self-refer themselves to an alcohol or drug rehabilitation program prior to being under reasonable suspicion or any misconduct without being subject to disciplinary action. The employee will be permitted to use available leave while participating in such alcohol or drug rehabilitation program.

Section 30.6. Drug/alcohol testing may be required in a post-accident situation if the employee was operating a motor vehicle owned or operated by the Employer at the time of the accident.

ARTICLE 31
APPLICATION OF CIVIL SERVICE

Section 31.1. Whereas this Agreement may address subjects also addressed by the Civil Service laws and/or the Rules and Regulations of the Greenville Civil Service Commission, the parties hereby mutually agree that this Agreement shall take precedence over any conflicting Civil Service provision and the Civil Service Commission shall have no jurisdiction to receive or determine any appeals relating to the interpretation or application of this Agreement.

Section 31.2. All matters relating to employee's terms and conditions of employment shall be governed by the negotiated Agreement or, where the Agreement is silent, by applicable laws or City ordinances. In accordance with the provisions of Ohio Revised Code Section 4117.10(A), all provisions of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in ORC Sections 124.01 through 124.56.

Section 31.3. It is expressly understood that the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from examinations and the original appointments from the eligible lists shall remain under the control and jurisdiction of the Greenville Civil Service Commission.

ARTICLE 32
PERFORMANCE EVALUATION

Section 32.1. Employee performance evaluations shall be conducted annually and at such additional times as the Employer deems appropriate.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Darke County, the federal or state legislature, the Mayor of the City of Greenville, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Any or all work rules and/or agreements and practices relating to the assignment of employees within their department.

Section 33.2. Grievances that were proceeding through the grievance procedure prior to any emergency as provided for in this Article shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s), had properly progressed prior to the emergency.

If an alleged incident should occur during any emergency as provided for in this Article, the time limit for the submission of the grievance to the grievance procedure shall begin as soon as practical but no later than the first calendar day following the termination date of such emergency.

Section 33.3. The Employer agrees that, during emergencies as provided for in this Article, bargaining unit employees will not be required to bear arms, or to unreasonably perform duties that are normally performed by police officers, or to perform duties for which they are not trained or qualified.

ARTICLE 34
NO STRIKE OR LOCKOUT

Section 34.1. Inasmuch as this Agreement provides the machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Greenville, Ohio. Therefore,

- A. The Association agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or work slow down by its members.

- B. When the Employer notifies the Association and/or IAFF by certified mail or telegram or personal delivery that any of the employees covered hereunder are engaged in any prohibited activity as set forth in this Article, the Association and/or the IAFF shall immediately order such employee(s) to resume work activities and/or return to work and shall additionally publicly announce that the strike or work stoppage is unauthorized.
- C. The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of any employee covered hereunder.
- D. In the event any employee or group of employees of the City of Greenville, Ohio, other than employees covered by this Agreement, engage in any interruption of the Employer's business by way of strike or work stoppage of any kind, employees hereunder shall continue to perform emergency services, as long as they can reasonably do so without being at risk to injury.

Section 34.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 34.1 of this Article is/are subject to disciplinary action up to and including discharge or removal by the Employer.

Section 34.3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes or work stoppages.

ARTICLE 35 **SAVINGS CLAUSE**

Section 35.1. If any Article or Section of this Agreement shall later be declared invalid, unlawful, or unenforceable by reasons of any existing or subsequently enacted federal or state legislation, or by virtue of any judicial ruling, all other Articles and Sections of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 35.2. In the event of invalidation of any Article or Section for such reasons, the parties agree to meet within thirty (30) calendar days of the invalidation for the purpose or renegotiating said Article or Section.

ARTICLE 36 **WAIVER**

Section 36.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Association.

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

ARTICLE 37 **TERMINATION**

Section 37.1. The economic provisions of this Agreement shall be effective January 1, 2016 or as otherwise specifically provided in the Articles herein. The remainder of this Agreement shall become effective upon signing by both parties and shall remain in full force and effect through December 31, 2018.

Section 37.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

ARTICLE 38 **PERSONAL DAY LEAVE**

Section 38.1. After completing one (1) year of service, full-time bargaining unit employees shall be granted one (1) personal day (twenty-four [24] hours) of leave on January 1st of each calendar year effective January 1, 2005 and each year thereafter. Effective January 1, 2006, and each year thereafter, employees will be granted an additional person day if they achieve department test standards in accordance with Section 38.4 from the previous year's testing. Such personal day leave shall not be deducted from any accumulated but unused sick or vacation leave. Personal days must be taken in the calendar year in which they were credited.

Section 38.2. Personal Day Leave can be used in one (1) to twenty-four (24) hour increments. Any use of Personal Day Leave shall be scheduled as specified in Article 16 herein.

Section 38.3. Personal Day Leave shall not be granted to employees until they have completed one (1) year of continuous service with the Employer since their most recent date of hire. Upon completion of one (1) year of employment, an employee will be credited with one (1) personal day (as referenced in Section 38.1) which must be used by the end of the same calendar year, unless the employee completed the first year of service after November 30th. Employees completing their first year of employment after November 30th shall have until January 31st of the following calendar year to use the personal day credited in the previous calendar year.

Section 38.4. Any bargaining unit employee who meets or exceeds department standards on the annual physical agility test (given in October) and passes all portions of the test in eight (8) minutes or less and who also meets or exceeds department standards on the annual department written test (given in December with a score of eighty percent [80%] or higher), shall receive an additional twenty-four (24) hours of bonus personal leave (as referenced in Section 38.1). (Employees in the step testing procedure will have their step test replace the department written test for this Article only). In order to receive the additional personal day, the employee must pass both the physical agility test and the written (or step) test; thus, an employee will not receive one-half (1/2) personal day leave if only one (1) of the above tests is passed.

Section 38.5. Personal Day Leave must be used in minimum increments of one (1) hour.

Section 38.6. In the event of the death of an employee who was on active payroll at the time immediately preceding such death, the employee's unused personal leave shall be paid to the employee's estate. Such compensation shall be at the employee's last base rate of pay. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

Section 38.7. The Employer reserves the right to limit the scheduling of Personal Day Leave to avoid the creation of overtime situations, pursuant to Section 16.6 of this Agreement.

ARTICLE 39 **SUCCESSOR AGREEMENT**

Section 39.1. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provision, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in location or place of business of either party.

ARTICLE 40 **RESIDENCY REQUIREMENT**

Section 40.1. Subject to the provisions of division two (2) of this section, all full-time employees in the bargaining unit shall reside in the County of Darke or an adjacent county to Darke within the State of Ohio. Reference Ohio Revised Code 9.481(B)(2)(b) and City of Greenville Ordinance 06-147.

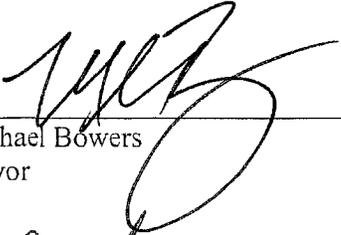
Section 40.2. Any employee who is beginning employment with the City and who is subject to such a probationary period shall reside within the County of Darke or an adjacent county to Darke within the State of Ohio within sixty (60) calendar days after employee's probationary period ends. Additional time may be granted for residency by the Safety Service Director in the case of special or unusual circumstances. An extension can be granted for an additional period not to exceed one hundred twenty (120) days.

SIGNATURE PAGE

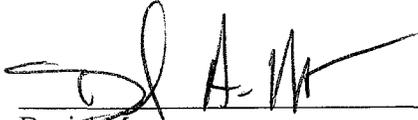
IN WITNESS WHEREOF, the parties have here unto signed by their authorized representatives this 3rd day of December, 2015.

For The City of Greenville:

For the Greenville Professional Firefighters Association:



Michael Bowers
Mayor



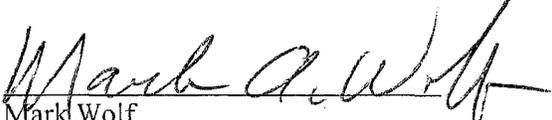
Daniel Myers
Local 1101 President



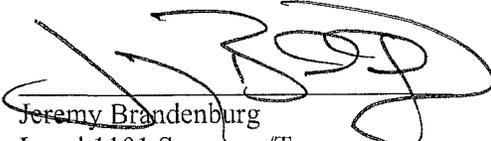
Curt Garrison
Safety/Service Director



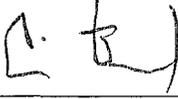
Brad Wilcox
Local 1101 Vice President



Mark Wolf
Fire Chief



Jeremy Brandenburg
Local 1101 Secretary/Treasurer



Eric Brand
Law Director



Roxanne Willman
Auditor

