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AGREEMENT

BETWEEN THE

CITY OF GREEN

AND THE

**GREEN FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 2964**

CASE # 10-MED-09-1232

Effective January 1, 2011

through

December 31, 2013

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PREAMBLE/PURPOSE

Section 1. Parties. This Agreement is made and entered into by and between the City of Green, hereinafter referred to as the "City" or "Employer," and Green Firefighters, IAFF Local 2964, hereinafter referred to as the "Union" or "Local."

Section 2. Relations. It is recognized that the City is a public trust operated for the benefit of its citizenry. To that end, both parties recognize their mutual obligation to promote efficient City operations and harmonious relations.

ARTICLE 1 UNION RECOGNITION

Section 1. Recognition. The City recognizes Local 2964, International Association of Firefighters, as the sole and exclusive bargaining unit certified by the State Employment Board on August 28, 1985, in Case No. 84-RC-12-2615.

Section 2. Authority. The Union shall have sole authority on behalf of all employees in the bargaining unit to bargain with respect to all matters relating to wages, hours, and other terms and conditions of employment.

Section 3. Representation. The City and the Union agree to enter into good faith negotiations in all matters as required by law. Both parties agree that the Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Union. The names of the employees so selected, who may represent the Union, shall be certified in writing to the Mayor.

Section 4. Coverage. The employees covered under this agreement presently include:

Full-time Firefighters
Full-time Firefighter/Engineers
Full-time Firefighter/Paramedics
Full-time Fire Lieutenant/Paramedics
Full-time Fire Captain/Paramedics

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes that except as otherwise expressly limited in this Agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to the authority of the City, and its sole and exclusive discretion and judgment, to:

- A. determine matters of inherent managerial policy which govern; the function and programs of the City; standards of service; its overall budget; utilization of technology; and its organizational structure;

- B. direct, supervise, evaluate or hire employees;
- C. maintain and improve the efficiency and effectiveness of its governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the City as a unit of government; and
- H. take actions to carry out the mission of the City as a governmental unit.

ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEES

Section 1. Authorization/Deductions. The City will deduct regular monthly dues in the amount certified in writing to the City by the Secretary of the Union from the pay of any member who timely executes the Union's authorization form. No other authorization form will be recognized.

Section 2. Pay Period. Payroll deductions shall be made each pay period during which an employee is in active pay status. In order to commence check-off, the authorization card must be submitted to the City Finance Director by the tenth (10th) work day prior to the pay day.

Section 3. Cancellation. Members who complete dues deduction authorization cards will have their dues deduction continued for the term of this Agreement subject to their right to request cancellation of dues deduction during the twenty (20) work day period immediately preceding any anniversary date of this Agreement. In order to exercise this check-off cancellation right, a member must notify the City and the Union by certified mail during the twenty (20) day period.

Section 4. Indemnification. The Union shall indemnify the City against any all claims, demands, suits, or other forms of liability or cost that shall arise out of, or relate to, any action taken or not taken by the City for the purpose of complying with the provisions of this article.

Section 5. List of Employees. Within sixty (60) days following the effective date of this Agreement, upon receiving a written request, the City will furnish to the Union a list showing the number of employees in each classification in the bargaining unit. The list shall be updated quarterly upon written request from the Union.

Section 6. Member in Good Standing. Any member of the bargaining unit who has elected to become a member of the Union as of the effective date of this Agreement, or who elects to become a member during the term of this Agreement, shall remain a member in good standing,

subject to the right of each member to revoke his membership at the same times as specified in Section 3 for revocation of dues check-off.

Section 7. Fair Share Deduction Procedure. No employee shall be required to become a member of the Union as a condition of employment. Pursuant to the authority of Ohio Revised Code Section 4117.90(C) employees within the bargaining unit who are not members in good standing with the Union shall pay a Fair Share Fee. Pursuant to the authority of Ohio Revised Code Section 4117.09(C) all new employees within the bargaining unit who chose not to become members of the Union shall be required to pay a Fair Share Fee upon the completion of their probationary period. The deduction of the Fair Share Fee by the City from the paycheck of the employee and its payment to the Union is automatic, and does not require the written authorization by the employee.

The Fair Share Fee shall not exceed periodic Union dues paid by members of the Union who are within the same bargaining unit. The Union warrants to the Employer that it has in place a fair share fee notice and rebate procedure that complies with state and federal law.

The Fair Share Fee to be deducted shall be certified to the City Finance Director by the Union President or Secretary in writing at least twenty-eight (28) days prior to any payroll from which they are to be deducted. The following information shall be provided to the Finance Director by the Union at the implementation of this Agreement, and annually upon request from the Finance Director:

- A. The certified amount of the Fair Share Fee to be deducted in accordance with this provision.
- B. The list of non-member employees who are to have Fair Share Fees deducted.

ARTICLE 4 **NONDISCRIMINATION**

Section 1. Discrimination. The parties agree to abide by all laws pertaining to equal employment opportunity. There shall be no discrimination against any employee on account of race, color, creed, genetic history, military status, age, sex, handicap, national origin, union membership or political affiliation.

Section 2. Gender based reference. It is understood that all gender-based references to employees and bargaining unit members in the Agreement refer to both sexes.

ARTICLE 5 **SENIORITY**

Section 1. Definitions. Seniority shall be defined as follows:

- A. **Total Seniority.** Total seniority is an employee's length of full-time service with the City of Green.

B. Division Seniority. Division seniority shall be defined as length of full-time service as a firefighter within the City of Green Division of Fire.

Newly hired bargaining unit members shall be considered probationary employees with no division seniority for the first one (1) year of employment. Upon successful completion of the probationary period, a bargaining unit member's Division seniority shall be retroactive to his date of hire.

C. Classification/Rank Seniority. Classification/rank seniority shall be defined as length of service within a specific classification/rank (e.g., Lieutenant, Captain, etc.).

Section 2. Identical Seniority Dates. Fire Division seniority shall be used for determining the order in which vacation and Earned Day Off selections will be made in October of each year for the following year's schedule. In the event two (2) or more employees are hired or promoted on the same day, the employee's ranking on the Civil Service list will be used to determine Division or Classification/Rank seniority.

Section 3. Loss of Seniority. A bargaining unit member's seniority shall terminate if a bargaining unit member:

- (a) quits or resigns (including any failure to report off for two consecutive work shifts);
- (b) is discharged for cause;
- (c) is laid off, or otherwise fails to perform any bargaining unit work for a period of thirty-six (36) or more consecutive months;
- (d) fails to report to work as scheduled after a leave of absence or layoff;
- (e) retires.

Section 4. Seniority List. The City shall post on the City's bulletin board a copy of the seniority list showing the seniority of each unit member. The seniority list shall be reviewed or updated no less than once per contract year, with copies furnished to the Union at such time.

ARTICLE 6

PROBATIONARY PERIODS

Section 1. Initial Hire. All bargaining unit members shall be considered probationary employees for the first one (1) year of employment. Probationary employees shall not be covered by this Agreement and have no recourse to the grievance procedure. Their continued employment is within the discretion of the City.

Section 2. Promotional. The probationary period for newly promoted officers shall be six (6) months, during which time the City or the employee may opt to return the employee to his former position.

ARTICLE 7
LAYOFF AND RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished and explicitly supersede the provisions of ORC 124.321 to 124.328, and 124.37, and all local rules and regulations of the City of Green Municipal Civil Service Commission which expressly address order of layoff and displacement, layoff procedures, and reinstatement rights.

Section 2. Notice. When it becomes necessary in the Green Fire Division, through lack of work or funds, or for causes other than disciplinary reasons, to have a reduction in force (i.e., layoff or job abolishment), the Employer will provide fourteen (14) days advance notice of a layoff or abolishment to those employees affected by the reduction. Employees shall notify the Employer of their intention to exercise their displacement rights within five (5) days after receiving notice of layoff. Upon the request of the Union the Employer agrees to discuss the impact of the reduction on bargaining unit employees and/or alternatives to layoff/abolishment.

Section 3. Procedure. When a reduction in force occurs, the Employer shall first determine the classification/rank (i.e., firefighter/medic, lieutenant, captain, etc.) where the reduction is to occur. In the event that there is a layoff from or abolishment involving a position within the classification/rank above firefighter/medic, the incumbent with the least amount of classification/rank seniority within the affected classification/rank shall be reduced to the next lowest classification/rank and shall displace the member with the least amount of rank/classification in the rank that he is bumping into. Classification/rank seniority is calculated in accordance with Article 5, Seniority. Displacement shall continue in this manner until such time as the member with the least amount of classification/rank seniority from the classification/rank of Lieutenant is displaced. A member who is displaced from classification/rank of Lieutenant shall be reduced in rank to the rank of Firefighter/Medic and afforded displacement rights, if possible, based on his Division seniority so that the Firefighter/Medic with the least amount of division seniority is subject to reduction. In the event that the layoff or job abolishment is conducted within the classification/rank of firefighter/medic, the member with the least amount of division seniority shall be first subject to reduction.

Section 4. Recall Rights. The names of individuals who have been laid off under the provisions of this article shall be placed on an appropriate "recall list" in order of their classification/rank seniority and Division seniority for a period not to exceed three (3) years, provided that the individuals remain eligible for reinstatement. Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification of those eligible, former employees of the department who have been laid off and whose names appear on the "recall list" shall be the first to receive appointments. It shall be the responsibility of the employee to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 5. Training/Certification. It shall be the responsibility of the laid off personnel to obtain training and/or classes necessary to maintain their certification. However, while eligible

for recall, the Employer shall provide laid off personnel the opportunity to attend training and/or classes put on by the Employer so that the laid off personnel may maintain their certification.

Section 6. Notice of Recall. Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determining to recall such employees. Written notice shall be given by certified mail. Affected employees shall have fourteen (14) calendar days from the date of receipt within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision shall be considered a rejection of the offer of reinstatement and forfeiture of recall rights.

Section 7. Promotional Recall Rights. In the event that a promoted position in the Green Fire Division is abolished and made unnecessary, and it is found necessary to re-establish the position within three (3) years from the date of abolishment, the employee who previously held that position shall be entitled to return to the position. The names of individuals holding promoted positions in the classified service who have been demoted shall be placed on an appropriate "recall list" in order of their original date of promotion.

Section 8. Waiver of Displacement Rights. An employee who does not exercise the option to displace under this article shall be entitled to reinstatement or reemployment in the classification from which the employee was displaced or laid off.

Section 9. Probation and Reinstatement. Any employee reinstated or reemployed under this article shall not serve a probationary period upon reinstatement or reemployment except that an employee laid off during an original or promotional probationary period shall continue his probationary period.

ARTICLE 8 **UNION MEETINGS**

Section 1. Frequency. The City agrees that members of the Union may conduct meetings at the Division of Fire as long as they do not interfere with work shifts or other scheduled functions. Such meetings shall normally be held no more than once per month outside normal business hours during the four (4) month period preceding expiration of this Agreement when such meetings shall normally be held no more than twice per month.

Section 2. Request for Meeting. All such meetings are subject to the approval of the Chief at his sole discretion and may be required to be pre-scheduled with the Chief. Denied requests shall be in writing, stating the reason.

Section 3. Ability to Attend. All on or off duty local members shall be afforded the opportunity to attend said meetings, with on duty members suffering no loss of pay for attendance at said meetings.

Section 4. Work Assignments. It is expressly understood by the Union that those employees on duty and at attendance at a Union meeting shall be subject to work assignments by the Chief

or his designee, during the period of the meeting, if necessary in order to maintain City operations.

Section 5. Union Files. The City shall provide reasonable space at the Fire Station for the storage of Union files and equipment which may be kept under lock by the Union. Such files and equipment shall be maintained only in such area designated by the City.

ARTICLE 9 **BULLETIN BOARD**

Section 1. Space. The City agrees to provide space for a bulletin board for use by the Union at each Fire Station. The bulletin board shall be identified with the name of the Union and the Union may designate the person or persons responsible for maintenance of same. The space provided for the bulletin board shall be approximately three feet by four feet. The Union agrees that this shall be the only area used by the Local or its members for the posting of notices of Union business. All notices which appear on the Union bulletin board shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the City's prior approval:

- (1) Union recreational and social affairs;
- (2) Notice of Union meetings;
- (3) Union appointments;
- (4) Notice of Union elections;
- (5) Results of Union elections; and
- (6) OAPPPF, IAFF, or AFL-CIO correspondence (except AFL-CIO News and Views).

Section 2. Material Restriction(s). All other notices of any kind not covered in (1) through (6) above must receive prior approval of the Chief or his designated representative. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- (a) Personal attacks upon any member of City management or City employees;
- (b) Scandalous, scurrilous or derogatory attacks upon the administration; and
- (c) Attacks on and/or for favorable comments for any candidate for public office.

ARTICLE 10 **NO STRIKE CLAUSE**

Section 1. Revised Code. It is expressly recognized by the Union that any strike by members of the bargaining unit is in violation of Section 4117 of the Ohio Revised Code. If a strike or any other interruption of work is engaged in by members of the bargaining unit, said bargaining unit members would be subject to immediate termination. If a grievance is filed by a member of the bargaining unit for his termination for violation of this Article, the sole question to be resolved in the grievance arbitration procedure is whether or not the member engaged in conduct violating this Article. If it is determined that the conduct occurred, the discipline imposed by the City will not be altered. Furthermore, it is recognized that the City has the right to seek an injunction against the strike in the Summit County Court of Common Pleas. It is recognized by the Union

that in accordance with Section 4117.15(b) that the Union or its members cannot rely upon any alleged unfair labor practice by the City in support of any strike activity.

Section 2. Union Instructions. In the event that any strike or work stoppage activity occurs pursuant to this Article, the Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities and take appropriate action against anyone who continues to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and uncondoned acts of individual bargaining unit members. If the Union fails to discharge its obligations, the dues check-off provisions normally required under this Agreement shall be suspended for one (1) month for each day of any strike in violation of this article. In any dispute over the suspension of check-off, it will be the burden of the Union to demonstrate a good faith effort to discharge its obligations hereunder. Nothing herein shall be construed as any limitation upon or election of remedies by the City.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition. A grievance is a dispute between the City and the Union or an employee or group of employees as to the interpretation, application, or alleged violation of the specific provisions of this Agreement. Both parties agree that all grievances should be dealt with promptly and should encourage informal settlement of disputes.

Section 2. Sponsorship. A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member of the group in the same manner, the grievance shall be processed for the benefit of all affected member.

Section 3. Time Limits. The word "day" shall mean calendar day, excluding Saturdays, Sundays, and legal holidays for the purpose of this article. Any grievance not advanced from one step to the next by the employee within the time limits of that step shall be considered dismissed with prejudice. Failure at any step of this procedure to communicate the decision on a grievance by the City within the specified time limits shall permit the employee to lodge an appeal at the next step of the procedure. Any time limits within this article may be extended by the mutual agreement of the City and the Union.

In order to be considered, a written grievance must state the specific article and paragraph of this Agreement which is alleged to have been violated by the City, and set forth a brief set of facts and the relief requested.

Section 4. Procedure. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union.

STEP ONE: A grievance must be reported orally, as soon as practicable after the occurrence is known but no later than ten (10) days after the occurrence giving rise to the dispute to the Fire Chief of the Division of Fire. The Union Steward shall, with or without the presence of the aggrieved employee, present the grievance to the Chief of the Division of Fire. If, in the opinion of both parties a grievance does not exist, no further action is necessary.

STEP TWO: If a grievance is not settled at the first Step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Chief within ten (10) days of the meeting that occurred in Step One. The Fire Chief shall reply in writing within ten (10) days after the receipt of the written grievance.

STEP THREE: If the grievance is not settled at Step Two, the Union may appeal in writing to the Mayor. Such appeal must be submitted within ten (10) days after receipt of the Step Two reply or upon expiration of the Chief's allotted time for a reply. The Mayor, or his designate¹, shall reply in writing to the Union within ten (10) days of receipt of the grievance.

STEP FOUR: Arbitration. If the grievance is not resolved at Step Three, the Union may, within ten (10) days, request in writing that the grievance be submitted to arbitration. The decision to pursue the grievance to arbitration shall, for the Union, rest with the Executive Board of the Local.

Section 5. Selecting Arbitrator. No later than ten (10) days after a notice to arbitrate is given, representatives of the City and the Local shall meet to mutually agree upon an arbitrator selected from the following panel of seven (7) previously agreed upon arbitrators who are located in northeastern Ohio:

1. Patricia Thomas Bittel
2. Paul F. Gerhart
3. Linda DiLeone Klein
4. Alan Miles Ruben
5. Susan G. Ruben
6. Robert G. Stein
7. Gregory Van Pelt

One time only, upon the request of either party, the parties may modify the above panel in the following manner: (1) both parties shall each strike two (2) of the above arbitrators from the panel; (2) the parties shall confer to attempt to agree upon four (4) arbitrators to replace the former panelists; (3) if the parties cannot agree on four (4) arbitrators, the parties will request a fifteen (15) arbitrator panel of National Academy Certified, Ohio members from FMCS; (4) the parties will alternatively strike names from the FMCS 15-arbitrator panel until four (4) arbitrators remain, who will then be the new members of the above permanent panel. The party to strike first shall be determined by a coin toss. The party striking second shall be entitled to strike two (2) names from the list. Thereafter, the parties will alternatively strike one name each until the four (4) arbitrators remain.

Section 6. Steps. Within ten (10) days after receipt of the notice to arbitrate, the parties shall meet and select the arbitrator. Each party shall alternately strike one name from the list. The party striking first shall be determined by a coin toss.

1 Designate refers to Human Resources or persons other than the Fire Chief.

Section 7. Rules. The hearing or hearings before the arbitrator shall be conducted pursuant to the rules of voluntary arbitration of the Federal Mediation and Conciliation Service.

Section 8. Costs/Fees. The fees and expenses of the arbitrator will be borne by the party losing the grievance. If the decision does not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator or in what proportion the parties shall share the cost. The cost of the hearing room, if any, shall be split equally by the parties. All other expenses, including the cost of attendance of witnesses, representation, purchase of transcript of proceedings, or other incidental expenses shall be borne by the party incurring them.

Section 9. Employee Witnesses. Union representatives or employee witnesses who are principals to the grievance shall not lose pay for time spent in the grievance or arbitration proceedings if same occurs during the employee's regular scheduled working hours, provided the Union's position is sustained by the arbitrator.

Section 10. Decision. The arbitrator shall hold the necessary hearings promptly and issue his decision and award in writing within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties, subject only to judicial review as provided in Ohio Revised Code Section 2711.

Section 11. Arbitrator's Authority. The arbitrator shall have no power or authority to add to, subtract from, modify, change, or in any manner alter the specific written provisions of the Agreement or the language contained therein in arriving at a determination. The arbitrator shall not make any awards requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not submitted to him, or to submit observations or declarations or opinions which are not directly essential in reaching a determination.

Section 12. Exclusive Remedy. It is expressly agreed that the grievance/arbitration provisions of this Agreement are the exclusive remedy for resolution of bargaining unit member employment related matters and are a substitute for any and all statutory, common law or administrative remedies.

ARTICLE 12 **CORRECTIVE ACTION**

Section 1. Just Cause. No bargaining unit member shall be disciplined or discharged except for just cause, including any violation of City work rules.

Section 2. Grace Period. When it is necessary to discipline or discharge a bargaining unit member, such action will be taken within ten (10) calendar days following the City's discovery of the infraction or misconduct unless this date is extended for up to an additional fourteen (14) calendar days after mutual agreement between the City and the Union to allow the City to complete its investigation of the incident.

Section 3. Conference with Fire Chief. Employees shall not be discharged or given a disciplinary suspension without first being given an opportunity to attend a conference with the Chief or his designate where the employee may give his version of the events at issue. The employee being disciplined may have a Union representative present, if he so requests. Such a pre-suspension/pre-discharge conference will not be required where the City determines that a serious offense has occurred and it is in the best interest of the City and the employee to temporarily remove the employee from service pending a determination as to what, if any, appropriate discipline shall be imposed.

Section 4. Minor Offenses. The City shall utilize the principles of progressive discipline in an effort to correct minor offenses.

Section 5. Work Record. If the City's disciplinary action is based whole or in part on portions of the bargaining unit member's record, the member's record will be made available for inspection by an appropriate Union representative during normal working hours and within one (1) working day after receipt of a request.

Section 6. Written Notices. Copies of all written notices of disciplinary action will be given to the bargaining unit member and a copy will be given to the Union.

Section 7. Following Orders Required. It is understood that a supervisor's directions are to be followed. An employee may grieve any directive he deems to be in violation of this Agreement. However, pending final resolution of such grievance, all affected bargaining unit members shall comply with this directive. Any failure to do so shall constitute serious misconduct subject to discharge.

Section 8. Past Disciplines. In disciplining an employee, the City shall not rely upon instances of discipline which are more than thirty (30) months old, provided that no intervening discipline has occurred.

Section 9. Documentary Evidence. At the conference provided for in Section 3, the City will produce, upon request, all documentary evidence upon which it intends to rely in support of its decision for discipline.

Section 10. Review of Personnel File. Any bargaining unit employee desiring to review his personnel file may do so annually within one day following his written request to the HR Manager. He shall also be entitled to copies of any documents he requests to be provided by the City in a reasonable period of time.

ARTICLE 13

MANDATORY PROFICIENCY LEVELS

Section 1. Notification of Deficiency. Employees functioning as paramedics are mandated to maintain proficiency levels which are deemed acceptable to the City's Medical Director in order to function as a paramedic. The City agrees to notify a paramedic in writing anytime the Medical Director expresses a concern as to the proficiency levels of that paramedic. The City reserves the right to take corrective action pursuant to the terms of this article.

Section 2. Failure to Maintain Proficiency. If the City's Medical Director notifies the City in writing that a paramedic has failed to maintain proficiency levels which are deemed acceptable and the Medical Director will not allow the paramedic to function under the Medical Director's license, the paramedic shall be immediately suspended without pay until such time as the paramedic has rehabilitated his proficiency to a level which is deemed acceptable to the City's Medical Director. If the paramedic fails to maintain proficiency at a level deemed acceptable to the City's Medical Director for a period of six (6) months, the paramedic shall be dismissed from employment.

ARTICLE 14

JOB CLASSIFICATIONS/SPECIFICATIONS

Section 1. Job Classifications/Specifications. Except as otherwise provided in this Agreement, the City will maintain its existing job classifications. If the City proposes revisions to the job classifications/specifications covered by this Agreement, it will meet with the Union prior to implementing such revisions.

ARTICLE 15

WORK RULES

Section 1.

- a. The City shall promulgate and publish work rules regulating the conduct which shall be deemed as appropriate while on-duty or otherwise representing the City and/or Division of Fire.
- b. With the exception of work rules which directly impact the safety of the employees and/or the community, should the City formulate new work rules, they shall not take effect for five (5) calendar days. The grievance procedure shall be available if the rules are in violation of the labor agreement or applied in a discriminatory manner.
- c. The new work rules shall be placed in the shift blue book for a period of at least fifteen (15) days during which time shift supervisors are to assure that employees read and initial said rules. The Union President may make a copy of said work rules from the blue book posting for Union files.

ARTICLE 16

SHIFT BIDDING/TIME CONVERSION

Section 1. Shift Bidding/Time Conversion. The City agrees to allow bidding by classification seniority for shift preferences.

Section 2. Posting. Opportunities to move to Day shift or Response shift shall be posted for twenty-one (21) days prior to the new shift assignment. The City reserves the right to assign employees to either of the two (2) Day shifts or any of the three (3) Response shifts at the City's discretion.

Section 3. Special Assignments. Assignments to the Inspection and Maintenance Division shall be at the sole discretion of the City and are not subject to shift bidding by seniority.

Section 4. Conversion. Employees moved from a Response shift to a Day, or from a Day shift to a Response shift, shall have all accrued leave converted as follows:

- A. **Holiday Time Conversion.** Employees moved from a Response shift to a Day, or from a Day shift to a Response shift, shall have accrued Holiday leave converted “day” for “day.”
- B. **Vacation Conversion.** Employees moved from a Response shift to a Day shift shall have accrued Vacation leave converted by multiplying accrued hours by .76911085 to obtain the amount to be credited. An employee moved from a Day shift to a Response shift shall have accrued Vacation leave converted by multiplying accrued hours by 1.30 to obtain the amount to be credited.
- C. **Sick Leave Conversion.** Employees moved from a Response shift to a Day shift shall have accrued sick leave converted by multiplying accrued hours by .76911085 to obtain the amount to be credited. An employee moved from a Day shift to a Response shift shall have accrued Sick Leave converted by multiplying accrued hours by 1.30 to obtain the amount to be credited.
- D. **Floating Holiday Time for Day Shift.** Accrued but unused Day shift floating Holiday, provided by Article Fourteen, must be used prior to any Day shift employee moving to Response shift. If, however, the Day shift employee cannot use this floating Holiday prior to the shift adjustment, the employee may sell the Holiday to the City.
- E. **Rounding of Hours Converted.** All hours will be rounded up for values of .51 or more, and down for values of .50 or less.
- F. **Previously Scheduled Leave.** If an employee is moved from his current shift to another by the Employer, not as the result of a bid, his previously scheduled leave shall be honored on the new shift, without affecting the leave previously scheduled by another employee.
- G. **Partial Shift Hours after Conversion.** Employees will be permitted to take “partial” shift leave for those hours which do not total a full shift subsequent to the conversion delineated in this article.

Section 5. Temporary Assignment. Mandatory conversion of time shall not apply to employees temporarily assigned on a Day shift.

ARTICLE 17
HOURS OF WORK/OVERTIME PAY

Section 1. Work Cycle. Bargaining unit members assigned to Response will be assigned to a twenty-eight (28) day work cycle.

Section 2. Work Hours Defined. During the respective work cycle, shift assignments are to be made at the discretion of the Fire Chief within the provisions of this agreement with respect to shift bidding. Bargaining unit members shall be designated either as Response Shift employees or Day Shift employees.

- (a) **Day Shift Assignments.** Day Shift employees will be assigned to a forty (40) hour week consisting of either five (5) consecutive eight (8) hour days or four consecutive ten (10) hour days.
- (b) **Response Shift Assignments.** Response Shift employees will be assigned to a work schedule wherein the employee works an average of fifty-two (52) hours per week, or two hundred and eight (208) hours in the twenty-eight day work cycle period, during which the employee shall be scheduled to work shifts of twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty.
- (c) Day Shift employees shall commence work at the time designated by the Fire Chief. Non-traditional shift schedules in terms of days of the week and hours of the day may be used to increase day shift coverage for the management of overtime.
- (d) Response shift employees shall commence work at 0700 hours with “normal work hours” from 0800 to 1600 hours. After 1600 hours these employees shall be permitted to use the time as they desire, within the policies and procedures established for fire division by the Fire Chief.
- (e) Whenever possible, at the sole discretion of the Shift Commander, scheduled evening training and events shall be considered part of the “work day,” and where practical and possible, equivalent hours shall be removed from the 0800-1600 work day.
- (f) Both Day shift and Response shift employees are required to remain available to perform duties as required during “break” or “lunch” periods. The starting/stopping times for the breaks and lunch period are to remain flexible and are to be taken as designated by the shift supervisor.

Section 3. Self Improvement.

- (a) Response shift employees may be required to perform “self improvement education” after 1600 hours during their assigned shift, when it is determined by the Chief that they have not met the established minimum proficiency standards of the Division of Fire.
- (b) The amount of time the employee shall be required to participate in said “self improvement education” shall be directly related to the employee’s proficiency level

deficit. This type of education is such that the employee can participate without assistance from other employees or officers. Some examples of "self improvement education" are driving apparatus, pumping apparatus, familiarization with equipment locations/operation, studying text materials (spelling, grammar, etc.).

- (c) The "self improvement education" is considered to be each employee's responsibility to initiate when they are found to be performing below department standards. This is not intended to take the place of normal training sessions held during "normal working hours."
- (d) The Fire Chief shall make the determination of what type of training shall be considered appropriate to be performed during "normal working hours", and what type of training shall be considered appropriate for individual employees as "self improvement education" to be performed after 1600 hours during their regular assigned shift.

Section 4. Earned Days Off. Response shift employees shall be afforded one (1) twenty-four hour shift off with pay termed an Earned Day Off (E.D.O.) every fourteenth (14th) shift which shall not be counted as "hours worked."

Divisional Seniority will be used for the annual EDO selection process.

The Shift Commander on each shift will be given an EDO selection sheet on October 1 of each year and will be given fifteen (15) calendar days to have the employees assigned to his shift make their EDO day of the week selection.

The Shift Commander will forward the completed EDO selection sheet to the Fire Chief once all of the employees on his shift have made their selection, or by October 15, whichever comes first.

The Fire Chief will post the final approved EDO schedule in a timely manner after receipt of the finalized EDO selection list from the Shift Commander.

In the event overtime becomes available on a shift that a Response Shift employee is scheduled to be off on EDO, the employee on EDO shall have the first option to work the overtime regardless of their position on the overtime list. If two (2) or more employees have the same EDO, the eligibility to work the overtime shall be determined by seniority.

Section 5. Overtime. Vacation leave, compensatory time, personal leave, funeral leave, and holiday leave shall be counted as "hours worked" for the purposes of calculating overtime.

- (a) **Base Rate.** For purposes of calculating overtime, an employee's base rate shall be calculated by dividing the employee's annual salary by the number of hours the employee is normally scheduled to work in a one (1) year period, termed the employee's annual scheduled hours. For the purpose of this section only, the employee's annual scheduled hours shall be 2600 for a Response shift employee and 2080 for a Day shift employee.
- (b) **Day Shift Overtime.** Day shift employees shall receive time and one half (1 1/2) their base rate of pay for each hour worked in excess of forty (40) hours per week.

- (c) Response Shift Overtime. Response shift employees shall receive time and one half (1 1/2) their base rate of pay for each hour worked in excess of two hundred and twelve (212) hours in a long cycle, and one hundred ninety-two (192) hours in a short cycle of the established twenty-eight day pay period.
- (d) Emergency Alarm Overtime. Hours worked when returning to duty in response to an emergency alarm shall be paid at an overtime rate calculated at the employee's salary divided by 2080 hours.

Section 6. Overtime Eligibility/Rotation. Employees on sick leave are not eligible to work overtime. The City agrees to assign both scheduled and unscheduled overtime using an overtime rotation list, but reserves the right to by-pass said list and assign overtime during emergencies; to fill vacancies created by unscheduled absences; and/or in the event there is no response to the City's attempt to make overtime notifications.

Section 7. Overtime Pay Distribution. Overtime pay shall be distributed in the first paycheck following the work cycle in which it was accrued.

Section 8. Mandatory Overtime Assignments.

- (a) Pursuant to Fire Division Policy, a separate mandatory overtime assignment list shall be maintained.
- (b) Employees that are assigned a mandatory overtime assignment will be required to remain at work or return to work, as assigned, or obtain coverage for the assigned period. Failure to work or obtain coverage will result in the employee being docked four (4) hours of pay for the first incident, and eight (8) hours of pay for each subsequent incident. This docking of pay will not be considered disciplinary action.

Section 9. Zero Time notification.

- (a) Either after (1) reporting for duty at their normal starting time, or (2) making arrangements with the Shift Commander of the affected shift prior to the start of the shift, an employee may use any accrued leave, other than sick leave, and be excused from any portion, or the remainder of, his shift, provided that minimum staffing levels are maintained and said employee's absence does not adversely affect the planned activities of the shift commander. In the event an employee opts to utilize holiday or vacation leave during his shift, he will be docked for a full "day" of leave regardless of hours already worked or remaining.
- (b) Employees utilizing zero-time notification leave are required to submit a request for leave form at the time the leave is taken. In the event a shift commander approves allowing an employee to utilize zero-time notification leave without first reporting to work, the Shift Commander shall be responsible for submitting the request for leave form on behalf of said employee.

Section 10. Certifications.

- (a) It is the responsibility of each bargaining unit member to maintain certifications essential to meet the job description which he fills.
- (b) An employee attending mandatory training at the City for CME, ACLS, NIMS, and/or other required paramedic and/or fire related certifications shall do so as part of his regular shift duties or, if scheduling does not permit during regular hours, the employee will be paid in accordance with this Agreement for all hours spent in training under the direction of the City. With the exception of a normally scheduled EDO and/or vacation selection made from the initial vacation posting, when an employee is aware of the scheduled training and makes the decision not to attend, he will be responsible for obtaining required training on his own time, and at his own expense.
- (c) An employee certified to instruct other members of the department shall do so as part of his regularly scheduled duties. However, if an employee is required to perform said instruction during other than his scheduled shift, he shall be eligible for compensation in accordance with this Agreement.

Section 11. Pagers.

- (a) The City may provide employees with a City issued pager for the purposes of call-back notification and dissemination of information. Pagers may also be used in conjunction with posting to notify employees of overtime opportunities.
- (b) Employees who are issued pagers are permitted to utilize the City issued pager for personal use provided the City incurs no additional expense as a result of said use. Where there is a character-per-month charge levied against the City for use of the pager, the employee shall be responsible for reimbursing the City for any and all expenses resulting from exceeding the monthly character limit when the City can show that the additional characters were not resultant from pages which originated from the City.
- (c) Overtime opportunities will be posted in the overtime book and paged out by the Shift Commander.

Section 12. Call-Backs.

- (a) Any employee returning to work in response to a call-back for an emergency alarm(s), when on active "on call" status, shall receive a minimum of one (1) hour pay at his overtime rate. After one (1) hour of work the pay is rounded up to the next one-quarter (1/4) hour.
- (b) Employees that are on approved vacation leave will not be assigned overtime the day of said leave or the two (2) days preceding and following said leave date(s). Employees that are on approved exchange of hours (switch), holiday leave or compensatory time off will normally not be assigned overtime on the date(s) of said approved leave or switch.

ARTICLE 18
SHIFT TRADES

Section 1. Trading Shifts. Bargaining unit employees will be granted the opportunity to trade. Shift trades are a privilege, designed to allow employees time off when other means are unavailable.

Request-for Leave forms must be used for all trades.

Trades of more than four (4) hours must be approved by the Fire Chief. Trades of four (4) hours or less must be approved by the shift commanders of the shifts affected by the trades.

All trades must conform with the labor agreement and City/fire division policies and procedures. The bargaining unit employee's ability to trade shifts will be suspended or revoked if a bargaining unit member violates the shift trade provisions of the labor agreement or City/fire division policies governing hours of work and/or shift trades. Any employee that fails to report to work or fails to provide qualified relief for his absence on a trade will be prohibited from trading shifts for six (6) months and will be charged with vacation leave for every hour he was absent, when absence was for any reason other than unexpected medical problems, illness or injury.

Any employee that fails to report to work or fails to provide qualified relief for his absence on a trade will be prohibited from trading shifts for six (6) months and will be charged with sick leave for every hour he was absent when absence was for unexpected medical problems, illness or injury.

Situations involving funeral leave will be reviewed on a case-by-case basis. Normally, the trade policies and procedures will not be applicable to employees requiring time off as a result of validated funeral leave.

The bargaining unit member agreeing to work a trade:

- a. assumes full responsibility to work the hours he has agreed to work, and is required to find another qualified employee to work on his behalf if for any reason other than illness or injury he becomes unable to work;
- b. is required to follow sick leave policy if he is unable to work because of an unexpected medical problem, illness or injury.

The bargaining unit member requesting the trade:

- a. must submit a properly executed request-for-leave form in a timely manner prior to the trade date which has been signed by his shift commander and the employee agreeing to work the trade;
- b. must repay the trade within the calendar year;

- c. must assure the trade does not conflict with the maximum consecutive work shift policy, or any provisions of the labor agreement;
- d. must report for work, or obtain other coverage, for his normal shift if the employee that previously agreed to work becomes unable to work because of paid or unpaid leave or termination of employment.

ARTICLE 19

COMPENSATORY TIME

Section 1. Compensatory Time. The City and the Union agree that employees may opt to receive compensatory time off in lieu of pay.

- (a) **Minimum Increments for Usage.** Response shift employees may use their accrued compensatory time in increments of four (4) hours. Day shift employees may use their accrued compensatory time in one (1) hour increments.
- (b) **Requests.** All requests to utilize compensatory time off may be required to be submitted to the Fire Chief/designee at least two (2) days prior to the time being requested off. Where the use of accumulated time off has been denied because of staffing levels, the employee shall be offered an alternative day within the next thirty (30) days for use of the requested accumulated time off, or shall be offered cash payment for the number of hours denied at the employee's regular rate of pay, and those hours will be deducted from the member's compensatory time balance or the employee may withdraw the request. The parties agree that thirty (30) days constitutes a "reasonable time period" for the granting of a request for compensatory time under the Act.
- (c) **Annual Cashout.** In addition to any compensatory time which was earned between November 1 and December 31, Response shift employees will be permitted to carry forty-eight (48) hours, and Day shift employees will be permitted to carry forty (40) hours of compensatory time into the following year. All other compensatory time must either be used during the year in which it was earned, or sold back to the City at the employee's regular hourly rate in the year-end leave sale.
- (d) **Mandatory Comp Time Usage.** The Fire Chief may assign an employee to use his accrued compensatory time off provided (1) the employee is given a minimum of seventy-two (72) hours notice; (2) the assignment is for a full shift off; and (3) doing so leaves the Response employee with a minimum of twenty-four (24) hours of accrued compensatory time and leaves the Day shift employee with a minimum of ten (10) hours of accrued compensatory time.

ARTICLE 20
MINIMUM STAFFING

Section 1. Staffing/Supervision.

- (a) No more than ten (10) bargaining unit employees shall be assigned to a forty (40) hour work week at any one time.
- (b) The City reserves the right to deny leave and/or make necessary changes in an employee's schedule to maintain a minimum staffing level "per shift." as follows. For the purposes of this section a "full response" station is a station equipped and staffed to respond, at minimum, a medic unit and/or an attack pumper, a "limited response" station is a station that is equipped and staffed to respond a medic unit. Specialty and/or support vehicles may be responded from either a full response or a limited response fire station, depending on staffing and equipment assignments.
- (c) For the purposes of this article, a shift supervisor shall hold the rank of Lieutenant or Captain; a Shift Commander shall hold the rank of Captain, or higher.
- One (1) Fire Station.
Five (5) full time fire medics and a minimum of one (1) shift supervisor with rank of Lieutenant, or higher, on-duty "per shift."
 - One (1) "full response" fire station and one (1) limited response fire station.
Six (6) full time fire medics and a minimum of two (2) shift supervisors, with the rank of Lieutenant, or higher, on duty "per shift."
 - Two (2) "full response" fire stations.
Eight (8) full time fire medics and a minimum of two (2) shift supervisors, with the rank of Lieutenant, or higher, on duty "per shift."
 - Three (3) or more fire stations.
The Union and the City agree to negotiate minimum per shift staffing levels if said expansion occurs during the life of this Agreement.
- (d) The City reserves the right to assign on-duty employees to work at any of the City's fire station(s) to maintain adequate response staffing levels at each station, at the sole discretion of the Fire Chief.
- (e) The City agrees to maintain a Shift Commander on duty at all times.
- (f) The City, to reduce overtime costs, may utilize dayshift personnel on their regularly scheduled hours of work to meet the minimum staffing requirements of this article.
- (g) In an effort to control overtime costs when maintaining two (2) full-time response stations, the City may reduce staffing to nine and the City will only be required to fill

overtime to maintain seven (7) full-time fire medics and two (2) shift supervisors, with the rank of Lieutenant, or higher, on duty, in the following limited circumstances:

- When there are two (2) full-time response shift personnel scheduled off on EDO and additional vacation leave is scheduled;
- When the response shift is at minimum staffing and an employee reports off using sick leave;
- When two (2) full-time response shift personnel are off on simultaneous work related injuries; or
- When the response shift is at minimum staffing and one additional full-time response shift personnel utilizes injury leave for three (3) consecutive shifts or less.

ARTICLE 21
WAGES

Section 1. Steps/Differentials. Effective upon approval of this Agreement by the City and the Union, the annual pay for employees in the bargaining unit shall be:

Effective January 1, 2011 1.0%
Effective January 1, 2012 1.5%
Effective January 1, 2013 1.5%

Classification	Effective 1/1/2011 1.0% Increase		Effective 1/1/2012 1.5% Increase		Effective 1/1/2013 1.5% Increase	
	Hourly Rate	Annual	Hourly Rate	Annual	Hourly Rate	Annual
Firefighter/Engineer (40 hour employee)	\$28.13	\$58,517	\$28.55	\$59,395	\$28.98	\$60,286
F/M 1	\$16.46	\$44,524	\$16.71	\$45,192	\$16.96	\$45,870
F/M 2	\$17.20	\$46,519	\$17.46	\$47,216	\$17.72	\$47,925
F/M 3	\$18.01	\$48,696	\$18.28	\$49,427	\$18.55	\$50,168
F/M 4	\$21.41	\$57,885	\$21.73	\$58,753	\$22.06	\$59,635
F/M 5	\$22.77	\$61,558	\$23.11	\$62,482	\$23.45	\$63,419
10%						
Lieutenant	\$25.04	\$67,717	\$25.41	\$68,730	\$25.79	\$69,761
10%						
Captain	\$27.54	\$74,486	\$27.96	\$75,603	\$28.38	\$76,737

Section 2. Years Service. A fire medic shall advance a step upon completion of each year of service based upon his anniversary date of hire.

Section 3. Credit Union. Upon request and the completion of the necessary authorization forms, the City will withhold and transmit a designated amount to the Firefighters Credit Union and/or directly deposit all of the employee's pay (or that left after the Credit Union withholding) to an approved bank or financial institution of the employee's choice.

ARTICLE 22
LONGEVITY

Section 1. Schedule. Employees in the bargaining unit shall be entitled to longevity remuneration consistent with the following schedule. This longevity payment shall be made in a separate check on the first pay date in December of each year, minus all deductions required by law. This benefit will be provided for completed years of service with the City.

Years	2011	1/1/2012	1/1/2013
5	1.5%	1.5%	1.5%
10	2.0%	2.0%	2.0%
15	2.5%	2.5%	2.5%
20	2.5%	3.0%	3.0%

Section 2. Prorating. In the event an employee's longevity pay increases during the year for which he is being paid in December, then such payment shall be prorated within the longevity classifications on a monthly basis with the employee receiving credit for the higher rate for the month in which, by his anniversary date, he is entitled to the higher rate.

Section 3. Separation. Any employee leaving for other than termination for just cause shall receive the prorated portion of longevity payment upon the date of leaving.

Section 4. Pay Rates. Longevity benefits shall not be considered when calculating the rate of pay for overtime hours or paid legal holidays worked.

ARTICLE 23
HEALTH COVERAGE

Section 1. Coverage.

- (a) The City agrees that it will continue in effect the March 1, 2008 (or substantially similar) group hospitalization, life, dental, vision, prescription, and accidental death and dismemberment insurance benefits for the duration of this Agreement, except as modified by this Agreement. Beginning June 1, 2008, employees electing to participate in the City's health insurance shall contribute a sum equal to five percent (5%) of the total monthly premium (COBRA cost less administrative fees as calculated by the City's third party administrator) in effect for single or family coverage as elected by the employee. For the term of this agreement, the maximum contribution shall be thirty dollars (\$30.00) per month for single coverage and seventy-five dollars (\$75.00) per month for family coverage. If both spouses are employed by the City, they shall be offered one (1) family coverage, but they may select the spouse that will make the premium contribution.

- (b) In the event the City changes insurance or the manner in which it partially self-insures the benefits referenced in this article, or modifies any articles, it will first meet with the Union to discuss same prior to implementation.
- (c) If the increase in individual or family premium or self insurance costs for the benefits set forth in this article exceed fifteen (15%) percent per year in any year of this Agreement, the City and Union (or the joint committee referenced in subsection (i) of this article) will meet to discuss whether to (1) revise the benefit coverage to reduce the cost of coverage and/or (2) increase the deductibles and/or cost sharing by additional employee participation in same. Failing mutual agreement, the City may implement such changes to recoup the cost increases over fifteen (15%) percent per annum.
- (d) The lifetime maximum benefit for medical coverage will be three million dollars (\$3,000,000.00).
- (e) Weekend hospital admissions for non-emergency care will not be covered unless prior approval is obtained by the City's designated insurance plan administrator.
- (f) Prescription drugs will be provided as a separate benefit from group hospitalization pursuant to an independent plan, which provides that all non-emergency prescriptions are to be provided through mail-order by the City-designated provider. No prescription filled by other than mail order shall be for duration in excess of thirty (30) days. All emergency drugs shall be purchased from City-designated participating pharmacies and be subject to the established deductible for generic drugs and/or non-generic drugs.
- (g) Any bargaining unit employee who elects non-coverage under the City's group insurance plan will receive a stipend of fifty (\$50.00) dollars per month, for each full month that the employee was not covered by the plan and the City was not required to pay a premium for the employee's coverage. Any employee who elects non-coverage must submit an affidavit attesting to other insurance coverage, or provide other competent evidence of other insurance coverage. Any employee who elects non-coverage may resume coverage during any open enrollment period or at any time if other insurance coverage is lost.
- (h) Upon execution of this Agreement and as needed thereafter, all employees will cooperate in executing a standard coordination of benefits agreement with the City's designated prescription provider.
- (i) The City will establish a joint committee on health care benefits which includes representative(s) from each of its bargaining units. The joint committee will evaluate, periodically, the benefits and costs and make recommendations to the City for cost containment measures.

ARTICLE 24
LIFE INSURANCE

Section 1. Group life insurance and accidental death and dismemberment insurance shall be provided to all full-time employees of the Department at City expense in the amount of fifty thousand dollars (\$50,000.00).

ARTICLE 25
WELLNESS/FITNESS FOR DUTY

Section 1. Assessment.

- (a) The City agrees to maintain a “Health and Wellness” program through a contracted health care provider, which includes the following tests. The initial medical examination will be conducted while the employee is on duty.
- (b) Fitness for Duty Exam. The health care provider will provide the necessary scheduling and notifications of testing to employees and will provide the Fire Chief certification showing that the employee is medically certified to function as a fire fighter. Each employee will be provided with a copy of the results for all tests performed by the health care provider.
- (c) Annual TB Testing. All employees will receive TB testing on an annual basis.
- (d) Fitness for Duty. The health care provider will immediately notify the HR Manager and the employee should the testing procedure identify a health condition that would prevent the employee from functioning as a firefighter. This notification will include the health care provider’s recommendation as to whether the employee is unable to work, or is permitted to work under restriction (light duty).
- (e) Follow-up Testing. The City will pay for any additional testing which is listed in this article, regardless of the employee’s age, should an employee be referred by the contracted health care provider to undergo further diagnostic testing as a result of the findings of the initial testing procedure(s).

Section 3. Testing Criteria.

- (a) Fitness testing will be conducted every two (2) years, every three (3) years, or every four (4) years, based on the employee’s age, as listed below:
- (b) 4 year testing. Employees under the age of thirty (30) will have the following tests conducted every four (4) years:
 - 1. Firefighter physical exam
 - 2. Pulmonary functions testing (including proof of passing OSHA respirator and NFPA SCBA testing requirements)
 - 3. Chest X-ray, PA – LAT

4. Urinalysis
5. Complete blood count w/ diff
6. Audiometric testing
7. Lipid profile
8. Prostrate Antigen Test
9. Health risk assessment survey

(c) 3 year testing. Employees that are between the age of thirty-one (31) and forty-five (45) years of age will receive the testing listed in Section 3, subsection (b), and the following tests conducted every three (3) years:

1. Comprehensive Metabolic Panel
2. Electrocardiogram
3. Titmus Vision Test
4. Maximal Cardiovascular Stress Test

(d) 2 year testing. Employees that are forty-six (46) years of age and older, and, employees that are forty (40) years of age and have a family history of colon/rectal disease, will have the testing listed in Section 3, subsections (b) and (c), conducted every two (2) years.

(e) Firefighter Physical testing shall include

1. Height and weight measurements
2. Body fat composition analysis
3. Vital signs monitored
4. Cardiovascular risk factor and analysis
5. Muscle strength and endurance testing
6. Review of medical history and exercise habits
7. Flexibility and range of motion testing
8. Personalized summary of results and recommendations
9. Customized individual exercise prescription
10. Training Guidelines
11. Recommendations to reduce risk factors
12. Dietary analysis and recommendations through a certified dietitian.

ARTICLE 26

SPECIAL CERTIFICATION PAY

Section 1. Definition. Any employee of the City who is required by the Fire Chief to function on a specialty team referenced in Section 4 of this article qualifies for Special Certification pay in the amount of thirty dollars (\$30.00) per month.

Section 2. Qualification. This pay will be earned for each completed calendar month the employee is assigned to a special team. The employee must have been assigned to a special team for the entire month to be eligible for the special certification pay.

Section 3. Assignment. Assignment to a special team will be at the sole discretion of the Fire Chief, based on the employee's availability and demonstration of ability and skill level germane to said certification. The Fire Chief will post all special team assignments, listing the employees that have been assigned for the year.

Section 4. List.

(a) The following certification(s)/training will be considered to be applicable to this article:

- Tactical Paramedic (Requires Certification)
- Haz Mat Technician (Requires Certification)
- Fire Life Safety Inspector (Requires Certification)
- Cause and Origin / Arson Investigation (Requires Certification)

Technical Rescue Operations Teams, specifically:

- Underwater Rescue (SCUBA) (Requires Certification)
- Trench Collapse Rescue (Operations level – minimum)
- Confined Space Rescue (Operations level – minimum)
- Rope Rescue Team
- Structural Collapse Rescue (Operations level – minimum)

(b) The Fire Chief may add to this list, at his discretion. Employees that obtain the required certification will be eligible for assignment to a "Special Team(s)" but will not receive the compensation until such time that they are assigned to a special team by the Fire Chief.

Section 5. Payment. Special Certification pay will be distributed during the month of July for the previous twelve (12) month period. This pay will be distributed in a separate payroll check.

Section 6. Multiple Certifications. Employees will not be compensated for holding multiple certifications. Regardless of the number of certifications an employee may be required to hold, they will only receive special certification pay for one (1) of the certifications.

ARTICLE 27
OUT OF CLASSIFICATION PAY

Section 1. Lieutenant. When an employee of the City is required to perform the supervisory duties of a Lieutenant, as established by the Fire Chief, that individual shall be paid the rate of pay provided for the position of Lieutenant for all hours worked. Compensation for hours worked will be distributed in the same manner as overtime.

Section 2. Captain. When an employee of the City is required to perform the supervisory or managerial duties of a Captain, as established by the Fire Chief, the employee shall be paid at the rate of pay provided for the position of Captain for all hours worked. Compensation for hours worked will be distributed in the same manner as overtime.

Section 3. Assignment as Lieutenant/Captain. The assignment as a Shift Lieutenant or Shift Captain may be made on a shift-by-shift basis by the Shift Commander, within the guidelines established by the Fire Chief. Assignment as acting officers for extended periods of time shall be made in writing by the Fire Chief. The Fire Chief shall designate the start and end dates of all assignments that are made in writing.

Section 4. Assignment as Assistant Fire Chief. The assignment as Acting Assistant Fire Chief shall be made in writing by the Fire Chief. Should an employee of the City be required to perform the "administrative duties" of an Assistant Fire Chief, including functioning as command of the fire division during times when the Fire Chief is unavailable to be contacted, that individual shall be paid at the current rate of the Assistant Fire Chief for all hours worked.

Section 5. Limitation of Assignment. The assignment of an acting Lieutenant shall be limited to sixty (60) consecutive days. The assignment of acting Captain shall be limited to a period of ninety (90) consecutive days.

Section 6. Limitation of Wages. Employees that are under assignment as an acting officer at the time leave sale is processed will be paid at their normal classification rate for any hours sold back to the City.

Section 7. Requisites for Compensation. To be eligible for out-of-classification pay, the employee must have been: (a) assigned said status in writing by the Fire Chief, (b) required to perform the duties germane to said assignment by divisional policy, or (c) informed of a temporary shift assignment to function as such by the responsible Shift Commander.

ARTICLE 28

TUITION REIMBURSEMENT

Section 1. Amount. An employee shall submit his education program, certificate or degree program, or class list to the Employer/designee, for prior approval for authorization to participate in the Tuition Reimbursement Program. Provided that an employee attains prior approval, he shall be reimbursed in the amount of eighty (80%) percent for the total cost of tuition and book expenses incurred for any fire degree or related courses or management degree courses provided by any local college, university, or recognized fire service training program. Reimbursement is limited to two thousand five hundred dollars (\$2,500.00) annually, contingent upon the employee obtaining a grade B or better when said course(s) is graded, or successfully completing the course when no grade is given.

Section 2. Required Service/Reimbursement. Upon receipt of tuition reimbursement from the City, the employee must sign a provision authorizing the City to deduct from his final pay monies due the City if the employee leaves within three (3) years after completing the course work paid for by the City. If the employee leaves within one (1) year after reimbursement by the City, he must return the full amount of money which the City paid him; if the employee leaves more than one (1) but less than two (2) years after the City reimburses him for course work, the employee must reimburse the City for fifty percent (50%) of the amount paid to him; and, if the employee leaves more than two (2) but less than three (3) years after completing the aforesaid course work reimbursed by the City, he must return to the City one-third of the amount paid to

him. These provisions apply to accredited job training provided the employee shows proof of successful completion.

ARTICLE 29
SAFETY EQUIPMENT/UNIFORM ALLOWANCE

Section 1. Protective Equipment maintained by City. The City will provide each employee with the following safety equipment and will maintain and replace this equipment when damaged or worn-out from normal and proper use:

- (a) structural fire fighting pants;
- (b) structural fire fighting coat;
- (c) structural fire fighting helmet;
- (d) structural fire fighting boots / Leather
- (e) structural fire fighting gloves;
- (f) one carabiner;
- (g) SCBA mask for employees requiring prescription lenses; and
- (h) EMS jacket with winter liner

Section 2. Protective Equipment maintained by Employee. The City will provide each employee with the following safety equipment. This equipment will be issued one time and will then be maintained and replaced by the employee using the employee's annual uniform allowance:

- (a) leather non-structural firefighting gloves
- (b) work rescue belt (nylon with metal ring)

Section 3. Allowance.

- (a) The City will provide each new employee the necessary equipment and clothing to perform his assigned duties.
- (b) On or about January 1 of each year each eligible employee who has completed one (1) year of service will be issued a blanket purchase order in the amount of nine hundred dollars (\$900.00) from which uniform purchases, cleaning, and replacement may be made during the year.
- (c) At the completion of an employee's probationary period, said employee will receive a pro-rated uniform allowance for the remainder of the year.
- (d) The City shall absorb all costs pertaining to uniform or equipment changes that the City initiates and mandates the employee to obtain.

Section 4. Uniform List / Appearance.

- (a) The City will provide new employees with the following uniforms prior to the end of their probationary period. Employees will be held responsible for replacement of

uniforms that are no longer presentable or functional through normal use, including damage sustained during normal course of duty. Upon separation of employment, employees will be required to return to the City each of the below listed items:

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>
	1	Short Sleeve Dress Shirt
	1	Long Sleeve Dress Shirt
	1	Dress Trouser
	4	Work Shirts (Sleeve Style Optional) (Flame retardant)
	4	Work Trousers (Flame retardant)
	1	Dress Belt
	1	Work Shoes (Boots)
	1	Dress Shoes
	1	Dress Coat
	1	Dress Hat
	1	Dress Tie
	1	Coveralls (Flame retardant)
	1	Job Shirt
	1	Name Plate
	1	Dress Coat Badge
	1	Dress Shirt Badge
	1	Hat Badge
	1	Dress Gloves
	4	T-Shirts (Navy with lettering)

- (b) With the exception of T-shirt and/or sweat shirts, off duty employees are prohibited from wearing issued uniforms and/or protective clothing unless they are participating in a sanctioned City event, are acting under the color of the Fire Division, or have received prior approval from the Fire Chief.

Section 5. Special Teams/Special Duty Gear. The City agrees to provide the clothing and related gear used by employees assigned to special response teams. Employees not assigned to special teams will be permitted to purchase approved special duty clothing using their uniform allowance.

Section 6. Replacement.

- (a) The employee is responsible for replacing issued uniform clothing that is damaged or wears out from normal and proper use during the scope of the employee's duties.
- (b) The employee will be responsible for replacing any uniform clothing and/or issued protective gear/equipment that becomes damaged, or lost, as a result of gross negligence on behalf of the employee.

Section 7. Maintenance Bureau. The City will provide and maintain uniforms required by the personnel assigned to the Maintenance Bureau which are not fire retardant. The laundry service used to maintain these uniforms shall be selected by the Fire Chief.

ARTICLE 30
SEMINARS AND TRAINING

Section 1. Attendance.

- (a) The City may require that an employee attend an employment related seminar or outside training which is designed to enhance skill directly related to his position with the City.
- (b) An employee will be paid his regular scheduled work hours for time attending a seminar or training. An employee will not earn compensatory time or overtime pay while attending or traveling to or from a seminar.
- (c) An employee will be provided the sum of forty dollars (\$40.00) per day for food and non-alcoholic beverages when an employee is assigned Fire Division business requiring a stay period exceeding twenty-four (24) hours, or is required to stay overnight for attending a seminar or training. When possible, the City will provide the employee with the per diem payment prior to the date of the seminar or training, and the employee will not be required to submit receipts for this per diem payment.
- (d) Lodging, parking, tolls, registration fees and other pre-approved expenses not covered by the per diem allowance may be advanced to the employee, paid by the City prior to the seminar or training or covered by providing the employee with a City credit card prior to the employee's departure, upon request. The employee must provide receipts for such advanced expenditures. Failure to do so will require the employee to reimburse the City for the amounts advanced.
- (e) The City will provide transportation, or pay mileage at the rate established by City Council, for attendance at any and all required, or authorized, training which requires drive time.
- (f) The City shall provide employees with a means of handling expenses related to roadside emergencies while traveling in City owned or City leased vehicles.

Section 2. Grace Period. Any employee on assigned Fire Division business requiring a stay period exceeding twenty-four (24) hours will be exempt from working eight (8) hours prior to departure, and eight (8) hours after returning from said business. The requirements to work or return to work immediately before or after attending authorized outside training or out of town fire division business may be normally waived by the Fire Chief when circumstances exist that would cause the employee to be on Fire Division business for an extended period of time. The Fire Chief may authorize sufficient time off to allow the employee to prepare to make the trip and prepare to return to work after returning from a trip, at his discretion after considering the circumstances involved.

ARTICLE 31
VACATION LEAVE

Section 1. Vacation Leave Schedule. It is agreed the following schedule will apply to all employees in the bargaining unit:

<u>Length of Service</u>	<u>Response Shift</u>	<u>Day Shift</u>
Less than one year	0	0
After one year	120 hours	80 hours
After five years	168 hours	120 hours
After ten years	240 hours	160 hours
After fifteen years	288 hours	200 hours
After Twenty Years	360 hours	240 hours

Section 2. Carry Over. Vacation leave shall be taken by the employee following the calendar year in which it was accrued and prior to the next calendar year. A maximum of forty-eight (48) hours of vacation leave for Response Shift employees and forty (40) hours of vacation leave for Day Shift employees may be carried over into the following year at the discretion of the employee. The employee must work one (1) year full-time to be credited with his/her first vacation leave. Thereafter, vacation leave is credited on January 1 of each year.

Section 3. Increments of Use. Employees may be permitted to take vacation leave in increments of one (1) scheduled work day.

Section 4. Annual Leave Selection Procedure.

(a) Seniority will be used for the annual leave sign-up process. The annual vacation selection procedure will incorporate a five (5) step process, as follows:

Primary Vacation Selection
Secondary Vacation Selection
Final Vacation Selection
Personal Day Selection
Holiday Selection

(b) **Selection Deadlines.** The vacation selection sheet will be forwarded to the shift commander on or before October 15 of each year. The shift commander is responsible for coordinating the selection process affording employees adequate time to make their selection, and if needed, preventing employees from delaying the selection process.

(1) Employees may be required by the shift commander to make their primary selection within seventy-two (72) hours of being eligible for selection.

(2) Employees may be required by the shift commander to make both their secondary and final selections within twenty-four (24) hours of being eligible for selection.

- (3) In order for the employee's selection to be honored by the City, the employee is required to record the date and time he made his selection on the selection form AND inform the shift commander in a timely manner that he has made his selection.

Extensions of the selection time periods are at the discretion of the shift commander. The shift commander will make every effort to contact employees that are off on extended leave to advise them of the need to make their selection, but it is at the sole discretion of the shift commander if the process will be delayed to accommodate an employee. Failure to comply with the aforementioned time-lines will result in forfeiture of selection. The vacation selection sign-up sheet, which shall include the Primary, Secondary and Final selections, will be collected by the Fire Chief on November 20. The Fire Chief will post the watch schedule for the forthcoming year by December 15.

- (c) Primary Selection. During the primary vacation selection process, each employee will be required to select one (1) continuous block of vacation time and must select a minimum of one (1) week of vacation leave, which is forty-eight (48) hours for response shift personnel and forty hours for day shift personnel. While response shift employees are permitted to incorporate a scheduled EDO within their selection, the EDO will not count towards the required forty-eight (48) hour minimum. Shift Commanders will not allow the shift to be reduced below minimum staffing levels to afford an employee his vacation unless (1) the vacation leave has been requested during the initial vacation posting process, and, (2) the reason for staffing level reduction is because of scheduled earned day(s) off (EDO's). During primary selection only two (2) employees are permitted to take vacation leave when scheduling concurrently with double EDO's. During secondary selection only, one (1) employee may schedule vacation when scheduling concurrently with double EDO's.
- (d) Secondary Selection. During this process each employee will be afforded the opportunity to select a second continuous block of vacation time. This selection process will continue even when an employee has exhausted accrued vacation leave or opts to not select a block of time.
- (e) Final Selection. Employees will be permitted to schedule any remaining vacation time once both the primary and secondary vacation selection process have been completed. Employees are not required to select continuous blocks of vacation leave during this process.
- (f) Personal Day Selection. Employees who are potentially eligible to earn a personal day may schedule this day prior to earning it. The employee, however, will forfeit this scheduled personal day if his use of sick leave prior to the end of the year disqualifies him from receiving the incentive personal day.
- (g) Holiday Selection. Upon completion of all vacation selections, each employee will be afforded the ability to schedule two (2) holidays. These days do not have to be scheduled in a consecutive manner.

Section 5. Approval of Leave after Annual Scheduling Period. On January 1, and from that date forward, employees are required to submit a request for leave form to their shift commander and will be awarded the leave on a first come – first served basis. When leave is simultaneously submitted, the Shift Commander shall apply division seniority.

Section 6. Cancellation of Leave.

- (a) Employees are not permitted to change their initial vacation selection(s) once they have been submitted to the Shift Commander if doing so alters or affects another employee's vacation selection. Employees are prohibited from canceling vacation selection(s) once the initial vacation posting has been added to the watch schedule.
- (b) It is expressly understood the Fire Chief may cancel previously approved vacation leave for good cause shown. However, said cancellation shall not be for reasons of staffing level shortages when the City has eligible full time fire medics available to work overtime. In the event vacation leave is canceled after being approved in accordance with Section 4 of this article, the employee shall be afforded one (1) year from the date of cancellation to take said leave and will be given first preference for scheduling, regardless of seniority, during the next year's vacation sign-up process.

**ARTICLE 32
HOLIDAY LEAVE**

Section 1. Recognized Holidays Defined. It is agreed that all employees in the bargaining unit shall receive Holiday Leave for all of the following ten (10) Holidays.

New Year's Day - January 1st
Martin Luther King Day - Third Monday in January
Washington/Lincoln Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4th
Labor Day - First Monday in September
Columbus Day - Second Monday in October
Veterans' Day - November 11th
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25th

Section 2. Holidays Earned. All Holidays will be "earned" on the date listed in Section 1 of this article.

Section 3. Holiday Accrual/Crediting. All of the listed Holidays will "accrue" to the employee on January 1 of each year.

Section 4. Carry Over-Prohibited. Accrued holiday leave cannot be carried over into the year following that in which it was earned.

Section 5. Forfeitures upon Separation. Employees will forfeit any and all Holidays which have not yet been earned should an employee's employment with the City be terminated for any reason. The City will deduct from the employee's final pay check the cost (employee's base hourly rate times the number of hours of Holiday leave used) for any and all Holiday(s) which were used should the employee's employment with the City be terminated prior to the time said Holiday(s) were earned.

Section 6. Additional Day Shift Employees Holidays. In addition to the above listed Holidays, Day Shift employees shall also receive the day after Thanksgiving off as a holiday under the terms of this agreement. This Holiday is not moveable, bankable, or sellable. Day Shift employees shall also receive one floating holiday per year.

Section 7. Scheduling Rights. The City reserves the right to schedule holiday leave to be taken on the day when the Holiday is earned for employees' assigned to work an eight (8) or ten (10) hour shift on the day of said holiday.

Section 8. Payment for Holiday Leave Pensionable. Payment for holiday leave made by the City to the employee in the year-end leave sale, as set forth under Article 38, Section 2 (Miscellaneous- Leave Sale) of this agreement, shall be used in the employee's pension/benefit calculation, per Ohio Administrative Code 742-3-02(c)(1)(b).

ARTICLE 33 **SICK LEAVE**

Section 1. Requirements for Use. Each full-time employee shall accumulate sick leave, which may be utilized, upon the approval of the Fire Chief for absences due to personal injury, illness, or medical procedure; illness, injury or medical procedure of an employee's immediate family; or as otherwise specified in this article.

Section 2. Accrual. Sick leave shall be accumulated as follows:

- (a) Response Shift employees shall receive .1065088 hours of sick leave for each hour in active pay status
- (b) Day Shift employees shall receive .0605769 hours of sick leave for each hour in active pay status.
- (c) Employees must be on active pay status to be eligible for sick leave accrual. Active pay status includes vacation, sick, personal, Union leave, funeral leave, compensatory time, jury duty, and training or school leave. Overtime hours worked, earned days off, unpaid leaves of absence, and suspensions are not considered active pay status for the purposes of sick leave accrual.
- (d) When an employee is moved from days to response or response to days, he shall be credited with his existing accrued sick leave balance in accordance with Article 16, Shift Bidding/Time Conversion, Section 4(C).

Section 3. Overtime and Extended Leave. Overtime and EDO's will not be counted as hours worked for the purpose of calculating an employee's sick time accumulation.

Section 4. Deduction/Credit. Sick leave may be used in one quarter (1/4) hour increments and shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Sick leave shall not be counted as hours worked for the purposes of calculating overtime. Whenever sick leave is used for approved funeral purposes, time deducted shall be documented as funeral leave and shall not reflect negatively towards the employee for personal day selection or employee evaluations.

Section 5. Proof of Illness. Before an absence may be charged against accumulated sick leave, the Fire Chief may require such proof of illness, injury, or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by, and paid for by, the City. Said proof may be required for the purpose of verifying the illness, determining whether the employee is unable to perform his required duties, and/or determining the expected date of recovery.

Section 6. Falsification. Falsification of either the signed statement or physician's certificate shall be grounds for disciplinary action which may include dismissal. Applications for use of sick leave with the intent to defraud, abuse sick leave, or any patterned use of sick leave shall be grounds for disciplinary action up to and including discharge.

Section 7. Notification. An employee who is unable to report for work and who is not on a previously approved leave for vacation, sick leave, compensatory leave or approved leave of absence shall be responsible for notifying the Chief or his designated representative that he will be unable to report to work. A reasonable notification requirement may be imposed by the Chief. Any employee failing to fulfill the reasonable notification requirement imposed by the Chief will not be paid for that day.

Section 8. Childbirth. Up to five (5) calendar days of sick leave absence may be utilized by the employee for the birth of a child.

Section 9. Borrowing Sick Leave. In the event an employee exhausts his sick leave or does not have available sick leave to cover the period of his absence, he may "borrow" from another bargaining unit member or members if and only if: (a) the bargaining unit member executes an appropriate written document detailing said agreement, and (b) the City incurs no additional liability because of differences in rank or pay grade.

Section 10. Separation from Employment.

- (a) Upon separation from employment, due to retirement of any kind, employees shall be compensated at their regular base hourly rate at the time of retirement for fifty (50%) percent of all accumulated and unused sick leave, up to a maximum of nine hundred sixty (960) hours for employees assigned to a forty (40) work week, and up to a maximum of one thousand two hundred forty eight (1,248) hours for employees assigned to a fifty-two (52) hour work week.

- (b) In the event of the death of any employee, the employee's estate shall be entitled to receive the same benefit as if the employee retired on the date of his death.

Section 11. Incentive/Personal Leave.

- (a) Full time employees that have more than one (1) year of service as of January 1 and have used not more than one (1) shift of sick leave during the previous calendar year will be eligible to receive one (1) shift off as "personal leave."
- (b) Employees may use the personal leave after February 15, at a mutually agreeable time during the year.
- (c) This day of personal leave can be used for any reason and must be pre-approved by the Fire Chief.
- (d) Personal leave will be counted as hours worked for the purposes of determining overtime for the pay period.
- (e) No Penalty for Utilization of Sick Leave for Work Related Illness/Injury. Sick leave utilized for work-related illness/injury on an initial BWC approved claim shall not be counted against full-time employees for purposes of determining the employee's entitlement to sick leave incentive benefits under this section.

ARTICLE 34
INJURY PAY

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

Section 2. Work Related Illness/Injury. In the event that a regular full-time employee suffers a work-related injury which is compensable under the state workers' compensation provisions, the City employee shall utilize available sick leave commencing with the first day after the date of the injury. On the date of the injury, if the employee is unable to return to work, the employee will be paid his regular earnings. The employee and the City shall cooperate in completing any necessary forms for reimbursement for workers' compensation payments to the employee. Upon receipt of said workers' compensation payments, the employee shall assign said amounts over to the City. The City will then credit the amount of the workers' compensation received against the individual's sick leave utilization.

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

Section 4. Light Duty. An employee who presents evidence that he is unable to perform all of the duties of his classification as a result of an injury or illness may be assigned by the City to a position in the bargaining unit to perform those duties consistent with his medical restrictions. If

such light duty assignment is made, the employee must report for duty and perform those tasks assigned.

ARTICLE 35

FUNERAL LEAVE

Section 1. Death of Immediate Family. Up to seven (7) consecutive calendar days of absence, without loss of pay, starting with the date of death, will be provided to full-time bargaining unit members as funeral leave in the event of the death of the employee's spouse, child or step child. The City may require proof of death for the employee to be eligible for this type of leave.

Section 2. Death of Extended Family. Up to three (3) consecutive days of absence, without the loss of pay, starting with the date of death, will be provided to full time bargaining unit members as funeral leave in the event of the death of the parent, sibling, grandparent, grandchild of the employee or the employee's spouse. The City may require proof of death for the employee to be eligible for this type of leave.

Section 3. Sick Leave. In addition to the funeral leave provided in Sections 1 and 2 of this Article, the City may authorize sick leave for an employee to attend the funeral of relatives referenced in those sections, at the sole discretion of the Human Resource Manager. Furthermore, the City may also authorize sick leave for an employee to attend the funeral of a relative not referenced in Section 1 and 2 of this article, or of a close friend, at the sole discretion of the Human Resource Manager. The City may require proof of death for the employee to be eligible for this type of leave.

Section 4. Date Adjustment. Under extenuating circumstances, such as a prolonged period of time between the date of death and the date of services, the Human Resource Manager may, upon request, adjust the starting date of this benefit.

ARTICLE 36

UNPAID LEAVE OF ABSENCE

Section 1. Eligibility. Upon successful completion of the probationary period, an employee may be eligible, upon request and upon approval of the Human Resources Manager, for a personal leave of absence without pay without interruption of seniority. During the unpaid leave, accrual based benefits shall be suspended and banked until the employee returns to duty. Such leave of absence shall not exceed seventy-five (75) calendar days.

ARTICLE 37

UNION LEAVE

Section 1. Union Business. The Union shall be granted forty-eight (48) hours each year for use as leave at its discretion for member(s) to attend to Union business as designated by the local President. The leave shall accrue on January 1 of each year of this Agreement and any unused leave from the prior year will not be carried over.

Section 2. Scheduling Requirements/Limitations. Leave will be granted by the Fire Chief on the condition that the Fire Chief received at least thirty (30) days notice, and the leave is used in blocks of four (4) hours or more. The use of this benefit shall be limited to a maximum of two employees off on Union Leave at a time. Upon mutual agreement, more than two (2) employees may be permitted to utilize Union Leave at one time.

ARTICLE 38
MISCELLANEOUS

Section 1. Accommodations.

- (a) The City agrees to provide the employees with food preparation facilities, including stove/oven, microwave, refrigerators(s), dishwasher and dishwashing soap at each fire station.
- (b) The City agrees to provide the employees with access to recreational and exercise area(s) in some portion of each fire station.
- (c) The City agrees to provide the employees with linen and bedding, towels and linen at each fire station, including cleaning services for these amenities.
- (d) The City agrees to provide employees with a television and VCR at each fire station.

Section 2. Leave Sale. Upon approval of the Fire Chief, on November 1 of each year, employees may elect to sell up to one hundred and ninety-two (192) hours of their accumulated but unused vacation and holiday leave at the employee's regular base hourly rate as of December 15. The leave sale amount shall be paid to the employee, by separate check, in the last pay in November of each year.

ARTICLE 39
JOINT LABOR MANAGEMENT COMMITTEE

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

Section 2. Meetings. The City and the Union may, by mutual agreement, convene the labor management committee at a designated time and place which is mutually convenient to both parties. The party requesting the meeting shall endeavor to provide a minimum of two (2) weeks notice to the other party.

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

ARTICLE 40
RESIDENCY

Section 1. Full-time bargaining unit members within the City of Green Division of Fire are not required to maintain residency within the City limits.

ARTICLE 41
SUBSTANCE ABUSE

Section 1. Education.

- (a) A ninety (90) day education and information period shall be conducted by the City prior to the implementation of testing hereunder. All employees will be informed of the City's drug testing procedures. Employees shall be provided with information concerning the impact of the use of drugs on job performance.

The City shall inform the employees:

- Of the manner in which these tests are conducted, the reliability of the tests performed.
 - Under what circumstances employees will be subject to testing.
 - What the tests can determine.
 - The consequences of testing positive.
- (b) All new employees shall be provided with the above listed information when initially hired and a record shall be maintained of the employee's receipt of this information.

Section 2. City's Authority. This agreement shall not restrict the City's authority to prohibit the non-prescribed use, sale or possession of alcohol and/or other drugs during work hours, or restrict the City's authority to discipline, suspend, or dismiss an employee for being under the influence of, selling or possessing alcohol and/or other drugs during work hours, except as that authority is restricted under this Agreement.

Section 3. Drug Testing. Drug testing shall be conducted at time of pre-employment (a) when there is reasonable suspicion (described below); (b) upon an employee's return to duty after completion of a rehabilitation program; (c) upon return to duty after being off duty for six (6) months, or more, as part of an employee's return to work agreement; and (d) on a random basis, at such time that City policy allows it.

Section 4. Reasonable Suspicion. Reasonable suspicion that an employee is using or abusing drugs must be based upon objective facts or specific circumstances found to exist which present a reasonable basis to believe that an employee is using or abusing drugs. Examples of where reasonable suspicion shall be deemed to exist include, without limitation, the following:

- Where there has been a serious on-duty injury to an employee or another person, the cause of which is otherwise unexplained.

- Where an employee, while operating a City vehicle, becomes involved in a traffic accident, which results in physical harm to person or property and where the circumstances raise a question as to the existence of substance abuse by the employee involved.
- Where there is observable phenomena, such as direct observation of drug use, possession or distribution, or the physical symptoms of being under the influence of drugs (e.g. slurred, rambling or incoherent speech, dilated pupils or bloodshot eyes, odor of marijuana, unexplained lack of coordination, impaired reaction time, sweaty or flushed skin, staggering and or unsteady walk, changes in affect, dynamic mood swings, etc.).
- Where there is a pattern of abnormal conduct, erratic or aberrant behavior, or deteriorating work performance which appears to be related to substance abuse and does not appear to be attributable to other factors.
- Where an employee is identified as the focus of criminal investigation into unauthorized drug possession, use or trafficking, or a report of drug use provided by a reliable and credible source.

Section 5. Union Representation. After an employee has been ordered to submit to drug testing, for cause, he shall be notified of his right, upon request, to be accompanied to the testing site by a Local 2964 representative, if staffing requirements so permit. The employee may waive the right to Union Representation by executing a written waiver to that effect.

Section 6. Authorized Laboratories. The medical provider selected by the City must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. All drug tests shall be conducted by laboratories certified by the Federal Department of Health and Human Services (DHHS). The procedure utilized by the testing lab shall include a chain of custody procedure in compliance with the DHHS recommendations and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation of any positive initial drug screening.

Section 7. Procedure. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee and shall be done to insure that split specimens are kept for additional testing that may be required or chosen. The testing or processing phase shall consist of a two-step procedure, as follows:

- Initial screening test
- Confirmation step

The urine sample is first tested using a screening procedure. A specimen testing positive in the screening procedure will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive screen report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

Results shall be reported to the City as positive or negative and not in numerical or quantitative form. All test results shall be treated with the same confidentiality as other employee medical records. Drug tests shall be administered for the following drugs:

- Alcohol
- Marijuana
- Cocaine
- Amphetamines
- Opiates (including Heroin)
- Phencyclidine (PCP)

Urinalysis or blood tests shall be used to collect employee's samples for drug testing. An employee who initially tests positive shall be immediately removed from duty and placed on unpaid leave. If confirmation results are positive, employees may request additional testing, beyond the confirmation screening, by any approved alternate laboratory. Employees will be responsible for the cost of any additional testing. For chain of custody purposes, the sample will be transferred directly from the initial facility to the alternate laboratory selected by the employee. If the confirmation test is negative, the employee shall be returned to duty and reimbursed for all lost wages.

Section 8. Confidentiality. Any information concerning a drug test administered pursuant to this Agreement shall be strictly confidential. Release of such information shall be solely pursuant to a written consent form which must be signed by the person tested. The consent form must contain, at minimum, the following information:

- The person who is authorized to obtain the information
- The purpose of the disclosure
- The precise information to be disclosed
- The duration of the consent

Drug testing shall be conducted solely for administrative purposes and results obtained shall not be used in criminal proceedings. Under no circumstances may the results of this drug testing be released to a third party for the use in a criminal prosecution against the affected employee. The testing procedure shall not preclude the employer from other administrative action.

Section 9. Treatment. Upon voluntary admission of abuse, the employee shall be given the opportunity to receive treatment if indicated by a substance abuse professional. If an employee voluntarily enrolls in a qualified treatment program, the City shall permit the employee to participate in a rehabilitation program specified by a substance abuse professional. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation leave, or available compensatory time for the period of the program. Apart from such use of paid leave, the employee will be relieved from duty in unpaid status. The City shall, whenever necessary for treatment and reasonably possible, permit an employee to (a) have a part time or modified work schedule, or (b) be temporarily reassigned to an appropriate job, or (c) use administrative, sick or vacation leave and leave without pay to obtain treatment.

The City may change an employee's work assignment, or suspend the employee from active duty, when the drug abuse treatment program in which the employee is participating determines that the employee's drug abuse problem poses a direct threat to the safety of others. The results of any substance abuse tests administered to an employee as part of a drug abuse treatment program may not be released to the City. The City may not administer a drug test to an employee while the employee is undergoing treatment for alcohol and/or drug abuse until released by a medical professional to return to work status. An employee may not be terminated from employment, or disciplined, for drug use, if the employee successfully completes treatment.

Upon evaluation and certification by a substance abuse professional or medical review officer that the employee has successfully completed the recommended rehabilitation program and a return to duty test that demonstrates that the employee is no longer using/abusing drugs, the employee shall be returned to his position. Such employee shall be subject to follow-up testing for a period of one (1) year from the date of his return to duty.

For the purposes of this article, follow-up testing shall involve a minimum of four (4) unannounced tests during the year following his return except that drug tests may be performed at any time upon reasonable suspicion. Costs of all drug screening and confirmation tests, which are required by the City, shall be borne by the City.

Section 10. Employee Discipline. An employee testing positive for alcohol or controlled substances on the first offense will be referred to the City's Employee Assistance Program. An employee will be subject to disciplinary action under this article for any of the following reasons:

- When the employee reports for duty or performs work and tests positive for using a prohibited drug after having once completed a drug rehabilitation program;
- Refuses to submit to a drug test;
- Fails to complete the rehabilitation program the employee has entered pursuant to this article;
- Alters or attempts to alter drug test results;
- If the employee tests positive at any time within one (1) year following his return to work after entrance into a rehabilitation program or pursuant to an agreed upon return to duty program.

Section 11. Medical Releases. For the purposes of implementing the provisions of this article, each employee shall execute medical releases in order for the City to obtain the results of the physical examinations and drug testing provided for in this article. Except as otherwise provided by state or federal law with regard to communicable diseases or with the permission of the employee, the release referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug test results. No other medical finding may be released without the express written permission of the employee, except that without a release from the employee, the City may disclose information pertaining to an employees drug testing to

a decision maker in grievance or other proceeding initiated by, or on the behalf of, an employee and arising from the result of a drug test.

Section 12. Use of Medication. An employee covered by this policy is required to report the use of prescription or non-prescription use of medicines containing alcohol or controlled substances to his supervisor.

(a) Prescription Medication(s)

1. Prior to using prescription medicine(s) containing alcohol or controlled substance(s), the employee is required to obtain a signed statement from the treating physician that such medication does not impair the employee's ability to perform safety sensitive functions, and/or does not interfere with the safe performance of the employee's job.
2. Such statement must be submitted to the Fire Chief prior to resuming regular duties of any kind.
3. If the treating physician has determined that the medication will impair the employee's ability to perform safety sensitive functions, and at the discretion of the City, the employee may be assigned to perform non-safety sensitive functions during the period he is taking the medication, or will be permitted to utilize sick leave, vacation leave or unpaid leave for the period of time he will be unable to perform safety sensitive functions.

(b) Non-Prescription Medication(s)

1. Prior to using non-prescription medicine(s) containing alcohol or controlled substance(s), the employee must notify the Fire Chief in writing relevant to what type of medication is being used, brand name and length of time he will be using the medication.
2. At the discretion of the City, the employee may be assigned to perform non-safety sensitive functions during the period he is taking the medication, or will be permitted to utilize sick leave, vacation leave or unpaid leave for the period of time he will be unable to perform safety sensitive functions

Section 13. Right to Grievance Procedure. All aspects of the provisions of this article shall be subject to the grievance and arbitration procedure of the collective bargaining agreement, including but not limited to selection of an employee for testing, testing procedures utilized, failure to follow the provisions of this article and any and all discipline that an employee may be subjected to under this article.

ARTICLE 42

PROMOTIONS

Section 1. Procedure. Vacancies in positions above the classification/rank of Firefighter in the Green Fire Department shall be filled by competitive promotional examination, as set forth herein. It is the intent of the parties that the terms and conditions of this article which relate to promotions supersede the provisions of Sections 124.45 through 124.48 of the Ohio Revised Code which expressly address promotions, and those Civil Service Rules and Regulations of the City of Green which expressly address promotions.

Section 2. Fire Division Promotions. Whenever a vacancy occurs in a promoted rank in the Green Fire Department and no eligible list for that rank exists, the appointing authority shall certify that fact to the City of Green Civil Service Commission. The City of Green Civil Service Commission, within sixty (60) days of the vacancy, shall schedule a competitive promotional examination. All permanent promotions to the rank of Lieutenant, Captain, and Assistant Fire Chief shall be made utilizing a promotional candidate list established by the City of Green Civil Service Commission. The City of Green Civil Service Commission shall contract with the Ohio Fire Chiefs' Association to establish and govern the testing procedure using a competitive promotional examination process which includes a written test and/or an assessment center. A current study material list will be maintained by the City. (See Attachment A)

Section 3. Eligibility Requirements. To be eligible for the promotional testing process, a Firefighter must have served at least forty-eight (48) months in the classification/rank of Firefighter. In order for an officer to be eligible for the promotional testing process for the next higher classification/rank, that officer must have served at least twelve (12) months in the classification/rank from which the promotion is being made. The eligibility requirements established in the classification specifications for Lieutenant, Captain and Assistant Fire Chief shall be given primary consideration when determining qualification for participation in the promotional testing process. When there are less than three (3) persons eligible, qualified and willing to sit for the test, the Civil Service Commission shall open the test to those full-time employees of the Fire Division in the next lower rank.

Section 4. Posting / Study Period. The posting shall be fourteen (14) days and the study period for promotional examinations shall be not less than sixty (60) days after the end of the posting. The posting shall contain a description of the source material from which the examination questions are prepared.

Section 5. Selection Committee. A Selection Committee shall be convened for all promotions comprised of the following members:

- Fire Chief or Assistant Chief;
- Human Resource Manager;
- Bargaining unit member with the same rank as the position to be filled appointed by the Union President. In the event the position to be filled is Assistant Chief, the Union President may appoint any bargaining unit member not eligible for the position filled.

The selection committee is charged with the responsibility of evaluating those factors to be considered in the promotion of an employee that are not captured in the examination process.

1. The candidate's resume;
2. The candidate's history of employment including disciplinary files, attendance records and performance evaluations.

The Selection Committee shall consider the top three (3) candidates certified by the Civil Service Commission to fill the vacancy. A simple majority of the Selection Committee shall make a recommendation to the Mayor for appointment.

ARTICLE 43 **SEPARABILITY**

Section 1. If any clause, sentence, paragraph or part of this Agreement, or the application thereof, to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction or other agency to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement, and the application of such provision to other provisions, persons or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the decision which judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for its term.

Section 2. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision. Either party may file a notice to negotiate over the invalidated subject matter with the State Employment Relations Board (SERB).

ARTICLE 44 **WAIVER IN CASE OF EMERGENCY**

In cases of circumstances beyond the control of the city, such as acts of God, riot, flood, civil disorder, and similar acts, the following conditions of this Agreement shall be automatically suspended without recourse from the Union upon declaration of said emergency by the Mayor.

1. All time limits set forth in this Agreement are suspended during the emergency.
2. Limitations on distribution of overtime.

The City reserves the right, during any such emergency, to assign employees to work without regard to their employment classifications.

ARTICLE 45 **ACKNOWLEDGEMENT**

Section 1. Negotiations. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands

and proposals with respect to any subject matter appropriate for collective bargaining as defined by Section 4117, etc. of the Ohio Revised Code, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or which could have been covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.

Section 2. Past Practice. It is expressly agreed between the City and the Union that neither party shall be bound by any past practice to be continued in effect, its terms and conditions must be set forth within the express terms of this Agreement.

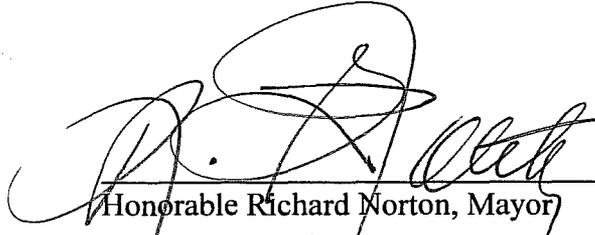
ARTICLE 46 **DURATION**

Section 1. This Agreement entered into this January 1, 2011, shall continue in full force and effect until midnight, December 31, 2013.

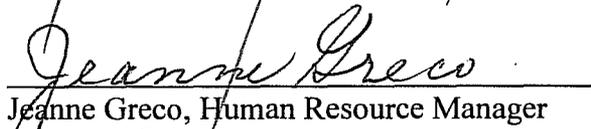
Section 2. No more than one hundred fifty (150) and no less than ninety (90) days prior to December 31, 2013, either party may give written notice to the other of its desire to reopen and renegotiate this Agreement. Upon giving of a timely notice to negotiate, the parties shall meet and negotiate in accordance with the statutory provisions of Section 4117 of the Ohio Revised Code and the negotiating procedures of this Agreement.

SIGNATURE PAGE

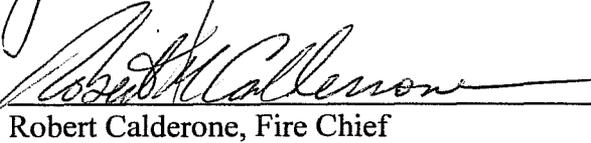
FOR THE CITY OF GREEN



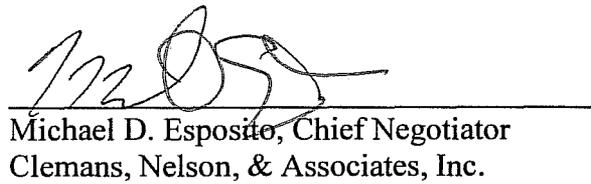
Honorable Richard Norton, Mayor



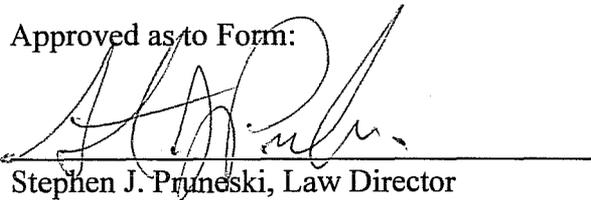
Jeanne Greco, Human Resource Manager



Robert Calderone, Fire Chief



Michael D. Esposito, Chief Negotiator
Clemans, Nelson, & Associates, Inc.

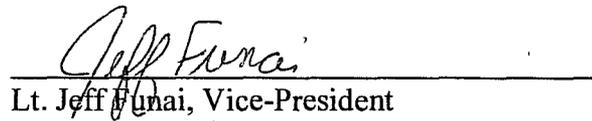
Approved as to Form:


Stephen J. Pruneski, Law Director

**FOR THE CITY OF GREEN
FIREFIGHTERS ASSOCIATION, IAFF
LOCAL 2964**



Matt Craddock, President



Lt. Jeff Funai, Vice-President

Ryan Lemmerbrock, Esq. Counsel

ATTACHMENT A

The following is the list of promotional study material as agreed upon between the City and IAFF Local 2964:

Lieutenant

- Green Fire Rules and Regulations, and Standard Operating Procedures
- Green Fire Response Policies
- Green Fire Medical Protocols
- IFSTA Company Officer (Current Edition)
- Building Construction for the Fire Service (Brannigan - Current Edition)
- IFSTA Essentials (Current Edition)
- Fire Officer Handbook of Tactics (Norman – Current Edition)

Captain

- Green Fire Rules and Regulations, and Standard Operating Procedures
- Green Fire Response Policies
- IFSTA Company Officer (Current Edition)
- Incident management for the Street Smart Officer (Coleman – Current Edition)
- Safety and Survival on the Fire Ground (Dunn – Current Edition)

Assistant Fire Chief

- Management in the Fire Service (Carter and Rousch – Current edition)
- National Incident Management System – NIMS 300 and 400
- Ohio Fire Code

Fire Chief's Handbook (Current Edition)