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**AGREEMENT BETWEEN
THE CITY OF GREENVILLE**

AND

**GREENVILLE PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF, LOCAL 1101**

(EMERGENCY COMMUNICATIONS OPERATORS)

**SERB CASE NUMBER:
2010-MED-09-1239**

Effective upon execution — December 31, 2013

TABLE OF CONTENTS

PAGE

	Preamble	1
Article 1	Management Rights	1
Article 2	Association Recognition	2
Article 3	Dues Deduction.....	2
Article 4	Association Activities	3
Article 5	Bulletin Boards	4
Article 6	Probationary Periods.....	4
Article 7	Discipline	5
Article 8	Grievance Procedure.....	7
Article 9	Personnel Files.....	11
Article 10	Hours of Work and Overtime	12
Article 11	Wages.....	13
Article 12	Call-In Pay	14
Article 13	Court Time.....	14
Article 14	Holidays	15
Article 15	Vacations	16
Article 16	Uniforms and Equipment.....	18
Article 17	Insurances	18
Article 18	Training and Education.....	20
Article 19	Sick Leave.....	22
Article 20	Injury Leave	25
Article 21	Leave Donation.....	27
Article 22	Funeral Leave	27
Article 23	Family and Medical Leave.....	28
Article 24	Unpaid Leave of Absence.....	28
Article 25	Trading Tours of Duty	29
Article 26	Self- Incrimination	29
Article 27	Layoff and Recall.....	29
Article 28	Labor/Management Committee	30
Article 29	Rules and Regulations	31
Article 30	Drug/Alcohol Testing	31
Article 31	Application of Civil Service	32
Article 32	Performance Evaluation.....	32
Article 33	Waiver in Case of Emergency	32
Article 34	No Strike or Lockout	33
Article 35	Savings Clause.....	34
Article 36	Waiver.....	34
Article 37	Termination.....	34
Article 38	Personal Day Leave	35
Article 39	Successor Agreement.....	35
Article 40	Residency Requirement	36
	Signature Page	37
	Memorandum of Understanding	39

PREAMBLE

This Agreement entered into by the City of Greenville, Ohio, hereinafter referred to as the "Employer" and the Greenville Emergency Communication Operators, IAFF Local 1101, AFL-CIO, hereinafter referred to as the "Association" has as its purpose the following:

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

ARTICLE 1 MANAGEMENT RIGHTS

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

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

Section 1.2. The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and function of the Employer.

ARTICLE 2

ASSOCIATION RECOGNITION

Section 2.1. The Employer recognizes the Association as the exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 2008-REP-02-0031, including:

All regular full-time employees in the classification of Emergency Communications Operators;

but excludes:

All management, supervisory, part-time, seasonal and/or casual employees.

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

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

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

ARTICLE 3

DUES DEDUCTION

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

Section 3.2. The Employer agrees to deduct regular Association membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as

provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer. Dues deducted under this Section shall be remitted to the treasurer of the Association promptly following such deductions.

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

Section 3.4. The Employer shall be relieved from making dues deductions upon an employee's (1) termination of employment; (2) promotion to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the dues deduction authorization by an employee not earlier than sixty (60) days nor later than thirty (30) days prior to the end of any contract year.

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

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

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

ARTICLE 4

ASSOCIATION ACTIVITIES

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

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

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

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

One designated representative from the ECO unit as provided in 4.1 may participate in negotiation meetings or other meetings with the Employer during normal working hours without any loss of pay or benefit provided prior authorization is obtained from the Police Chief, Lieutenant or, in their absence, the Safety/Service Director.

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

Section 4.4. At no time shall any employee while in paid working status conspire or use City equipment to deface or undermine any City policy or procedure. At no time shall any employee or designated representative use any City property that will incur any monetary cost to the City.

ARTICLE 5 **BULLETIN BOARDS**

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

ARTICLE 6 **PROBATIONARY PERIODS**

Section 6.1. Every new appointee to the Greenville Police Department's Communication Section will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer as a full-time Emergency Communications Operator and shall continue for a period of six (6) months.

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

ARTICLE 7
DISCIPLINE

Section 7.1. No non-probationary employee shall be reduced in pay and position, suspended, removed or discharged or otherwise disciplined except for just cause. The Employer may take disciplinary action for misconduct occurring while the employee is on duty; working in the uniform of the Employer; in instances where the employee's conduct violates the employee's oath of office; or for any off-duty conduct which violates the rules of the department and which adversely affects the employee's ability to function as a Emergency Communications Operator.

Forms of corrective or disciplinary action are:

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

Section 7.2. Except in instances where an employee is charged with a serious offense, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 7.3. The Employer shall require that all public complaints received against a bargaining unit employee not be anonymous.

The Employer shall have the right to investigate any serious anonymous or unsigned complaint but if no substantiating evidence is discovered, the complaint shall be considered unfounded.

The Employer or designee may interview or question an employee regarding alleged or suspected misconduct during the Employer's preliminary investigation of any complaint or allegation. At least twenty-four (24) hours prior to any interview or questioning, the employee will be provided a written Notice of Preliminary Investigation, which shall include the date, time and specific facts of the complaint, including the Public Complaint Form and any written statements.

The following conditions shall apply to the preliminary investigation interview:

- A. The employee will be apprised of the nature of the allegation or suspected misconduct as it is known at the time.
- B. The employee will be permitted to have an Association representative present during questioning and the Association representative shall have the right to speak on behalf of the

employee if the employee requests an Association representative. The Garrity Warning remains applicable under this section.

- C. The notice of preliminary investigation shall contain a statement informing the employee that failure to respond or failure to respond truthfully may result in disciplinary action.
- D. The employer and/or the employee may tape record the interview.
- E. Employees being questioned as witnesses shall be so informed at the time questioning begins. If during such questioning, the Employer has reason to suspect misconduct on behalf of the employee being questioned as a witness, the Employer shall so notify the employee as outlined in Paragraph A of this Section.

Section 7.4. If following the Employer's preliminary investigation of any alleged or suspected misconduct the Employer has reason to believe that disciplinary action resulting in any loss of pay to the employee may be warranted, the Employer shall schedule a pre-disciplinary conference. The purpose of the pre-disciplinary conference is to provide the employee with an opportunity to offer an explanation to the charges as outlined in the Notice of Pre-Disciplinary Conference.

The following shall be applicable to the pre-disciplinary conference process:

- A. The employee shall be provided a written Notice of Pre-Disciplinary Conference not less than seventy-two (72) hours in advance of the conference, Saturdays, Sundays and holidays excluded. Whenever practical and possible, the notice shall be issued to the employee, personally.
- B. The Notice of a Pre-Disciplinary Conference shall contain a written outline of the charges which may be the basis for disciplinary action and notification of the date, time and location where the conference will be held.
- C. The Notice of Pre-Disciplinary Conference shall contain a statement informing the employee that failure to respond to any questioning or failure to respond truthfully may result in disciplinary action.
- D. The employee must choose to (1) appear at the conference to present oral or written statements in the employee's defense; (2) appear at the conference and have one (1) chosen Association representative present oral or written statements in defense of the employee; or, (3) elect in writing to waive the opportunity to have the pre-disciplinary conference.

Failure to elect and pursue one of these three options or failure to appear at a scheduled pre-disciplinary conference will be deemed a waiver of the employee's right to a pre-disciplinary conference.

- E. If the employee elects to attend the pre-disciplinary conference, the employee shall be entitled to the following: copies of any complaint form filed; copies of all written statements

pertaining to the complaint; and copies of all video/audio recordings to be used as evidence to support the complaint.

The employee shall submit a written request for the above information within twenty-four (24) hours following receipt of the Notice of Pre-Disciplinary Conference.

The employee shall be provided not less than forty-eight (48) hours, after the receipt of the items, to review the above information prior to the pre-disciplinary conference.

- F. At the pre-disciplinary conference, the employee may present any testimony, witnesses or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name of the Association representative, if any, to the Employer as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the conference. The Employer may require the attendance of employee witnesses requested by the employee within reason. Pre-disciplinary conferences held outside the charged employee's scheduled working hours shall be considered time worked.
- G. No later than twenty-four (24) hours prior to the scheduled starting time of a pre-disciplinary conference, Saturdays, Sundays and holidays excluded, the employee may present a written request for a continuance of not more than forty-eight (48) hours. Such request shall contain the reason for requesting a continuance. The Employer shall not unreasonably deny such request.

Section 7.5. At any time during the disciplinary process provided for in this Article, the employee may waive in writing the opportunity to a pre-disciplinary conference. If requested by the employee, the form and severity of disciplinary action shall be agreed upon in writing before the pre-disciplinary conference is waived. Disciplinary actions agreed upon in writing by the Employer and the employee, shall not be subject to any appeal procedure.

Section 7.6. Grievances concerning the disciplinary actions of verbal warnings (written record) and written reprimands may be appealed through steps one (1), two (2) and three (3) of the grievance procedure, but may not be appealed to step four (4), or to any other appeal procedure.

Section 7.7. The parties may, by mutual agreement, agree to extend or waive any time limits provided for in this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the ordinances of the City of Greenville, the provisions of federal and/or state laws and/or by the United States or Ohio State Constitution.

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

Section 8.2. All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

Grievances concerning disciplinary actions may be appealed only as specified in Section 7.6 of this Agreement. Grievances involving lost pay discipline shall be initiated at Step 3 of the Grievance procedure.

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

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

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

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

Section 8.3. A written grievance must be submitted to the grievance procedure within fourteen (14) calendar days after an employee knows or should have known the facts giving rise to the grievance, but in no case later than twenty-one (21) calendar days following the occurrence of the event giving rise to the grievance, otherwise it will be considered not to have existed.

Section 8.4. All grievances must be submitted on a form agreed to by the parties and must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date, time, and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;

- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated if known; and
- H. Desired remedy to resolve grievance.

Section 8.5. Any grievant may, if so desired, have an Association representative accompany the grievant at any step or meeting provided for in this Article.

Section 8.6. It is the mutual desire of the Employer and the Association to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Association to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

Informal Discussion:

Employees are encouraged to first attempt to resolve alleged grievances through an informal discussion with the Police Chief. If the employee and the Police Chief are unable to resolve the alleged grievance informally, the employee may file a written grievance at Step 1 of the grievance procedure within the time limits established in Section 8.3 of this Article.

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

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

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

Step 4: A grievance unresolved at Step 3 may be submitted to arbitration upon request of the Association in accordance with the provisions of Section 8.7 of this Article hereinafter set forth.

Section 8.7. Except as otherwise restricted herein, the Association, based upon the facts presented, has the right to decide whether to arbitrate a grievance.

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

A. The arbitrator shall be selected in the following manner:

The Arbitration and Mediation Service (AMS), or should the parties choose by mutual consent, the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS), shall be jointly requested to submit a panel list of nine (9) arbitrators. The parties shall then choose an arbitrator by alternately striking names from the list provided until only one (1) name remains; which shall be the arbitrator chosen by the parties. The party requesting arbitration shall strike the first name from the list. Prior to beginning the name striking procedure, either party may reject the entire list and request that another list be sent from the mutually selected service provider. The party requesting arbitration will pay for the initial panel list and request arbitrators from the Southwest Ohio region. If any list is rejected, the rejector will pay for the next list. The loser of the arbitration will be responsible for the cost of the initial panel list.

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

B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within the arbitrator's jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. The arbitrator may not modify or amend the Agreement.

C. The decision of the arbitrator shall be final and binding on the grievant, the Association and the Employer. The arbitrator shall be requested to issue the decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by both parties. The expenses of any non-employee witness shall be borne, if any, by the party calling the witness. The cost of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any

transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.8. When an employee covered by this Agreement chooses to pursue a grievance without representation by the Association, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Association representative will be notified of the representative's right to be present at the adjustment.

ARTICLE 9 **PERSONNEL FILES**

Section 9.1. Employees shall be permitted to inspect their personnel files maintained by the Employer at a mutually agreeable time, and shall, upon request, receive a copy of any documents contained therein. Employees shall be entitled to have an Association representative accompany them during such review.

Section 9.2. If employees feel that any document, statement or notation in their personnel files is inaccurate or unfavorable to them, they shall be given the right to place a statement of rebuttal or explanation in their file. Such statement shall not contain any defamatory or scurrilous attacks upon any employee, supervisor, or the Employer.

Section 9.3. Records of counseling and training shall cease to have force and effect thirteen (13) months from the date of issuance, provided no intervening discipline of the same or similar matter has occurred.

Records of verbal warnings (written record) shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline of the same or similar matter has occurred.

Written reprimands and suspensions without pay of five (5) days or less shall cease to have force and effect three (3) years from the date of issuance, provided no intervening discipline has occurred.

Records of suspensions without pay of more than five (5) days and records of reduction in pay or rank shall remain in force and effect five (5) years from the date of issuance, provided no intervening discipline has occurred.

Section 9.4. All items defined by Ohio Revised Code or the appropriate governing legislation as public information shall be available upon request to the Employer, from an employee's personnel file. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons other than representatives of the Employer, unless by court order, subpoena, or written permission of the employee.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 10.1. Work schedules shall be assigned by the Chief of Police and shall normally consist of eight (8) hours per day and forty (40) hours per week with ten (10) work days (80) hours per two week pay period. No employee shall be required to work more than eight (8) continuous days without forty-eight (48) hours of continuous off time. No employee shall be required to work more than sixteen (16) continuous hours without eight (8) hours of continuous off time unless mutually agreed to between the Employer and the affected employee. Variation from such work schedules to accommodate changes in rotation shall not be cause for premium pay except as specifically required to comply with the Fair Labor Standards Act.

Work schedules shall be posted ninety (90) calendar days in advance. Work schedules that include July 1st to September 30th shall be posted on or before April 1st. Changes from the posted schedule shall be made seven (7) calendar days in advance of the change by personal notification to the individuals affected, except in cases of emergency when changes may be made consistent with the nature of the emergency. Changes in posted schedules mutually agreed between the Employer and the affected employee(s) are not subject to the seven (7) day written notice.

Section 10.2. Employees required to work more than eight (8) hours a day or more than forty (40) hours per week shall be compensated at the rate of time and one-half the employee's base rate of pay for all work over eight (8) hours or forty (40) hours (whichever is applicable) when authorized by the Chief of Police, except as noted in Section 10.1 above. The parties agree that for purposes of calculating overtime, an employee's shift differential, where applicable, shall be added to the base rate of pay.

Section 10.3. For the purpose of this Article paid OIL, holiday, vacation leave, paid sick leave, paid funeral leave, paid compensatory leave and paid personal leave days shall be considered as hours worked when determining eligibility for overtime.

Section 10.4. The employees may choose to receive payment for any overtime by compensatory time off at the rate of time and one-half off if requested within the same pay period. Compensatory time off must be used at a time mutually agreeable to the employee and the Employer. Compensatory time may be accumulated by an employee, but only to a maximum of ninety-six (96) hours of compensatory time, then any future overtime hours shall be compensated with overtime pay. When an employee's compensatory time is reduced below ninety-six (96) hours, the employee may accumulate additional compensatory time up to the ninety-six (96) hour limit. Compensatory time may be used in one (1) hour increments, and must be applied for at least twenty-four (24) hours in advance. The Employer shall have a system in place for the approval of leave when the Chief of Police or the Chief's designee is unavailable.

Section 10.5. The Employer shall make a reasonable effort to distribute overtime opportunities among all employees who would normally perform the duties requiring the overtime. When the operational needs of the department require, the Employer reserves the right to assign overtime duties to any or all employees.

Section 10.6. The parties mutually agree that in the event a complaint is filed with the Department of Labor concerning compliance with the Fair Labor Standards Act, the minimum standards of Section 207 (K) of the Act shall be applied in determining whether there has been a violation of the Act.

ARTICLE 11
WAGES

Section 11.1. Upon execution of this Agreement, all full-time bargaining unit employees' rate of pay will continue with the current wage level as established on January, 1, 2010.

TRAINEE EMERGENCY COMMUNICATIONS OPERATOR

	TRAINEE 1	TRAINEE 2
Hourly	13.79	14.51
Bi-Weekly	1,103.20	1,160.80
Annual	28,683.20	30,180.80

EMERGENCY COMMUNICATIONS OPERATOR

	STEP A	STEP B	STEP C	STEP D	STEP E
Hourly	16.11	16.93	18.13	19.03	20.02
Bi-Weekly	1,288.80	1,354.40	1,450.40	1,522.40	16013600
Annual	33,508.80	35,214.40	37,710.40	39,582.40	41,641.60

Section 11.2. During calendar year 2011, bargaining unit employees shall be eligible for the same general wage increase approved by the City of Greenville for non-bargaining unit employees of the City (except those with individual contracts). Such increase shall be effective on the same date and on the same basis as for non-bargaining unit employees.

Section 11.3. Either party may reopen this Article for the purpose of negotiating wages only for contract years 2012 and 2013. If the parties do not agree, the parties shall follow the impasse procedure outlined in O.R.C. Chapter 4117. Any agreement on wages shall be included as an Appendix to this Agreement.

Section 11.4. The biweekly and annual wage levels specified in this Article do not constitute a guarantee of minimum earnings.

Employees shall progress through the pay steps contained in the above Sections as follows:

- A. New employees shall normally be hired at Trainee 1 for a beginning Emergency Communications Operator. If the employee possesses exceptional qualifications, as determined by the Police Chief and approved by the Safety/Service Director, the employee may be initially placed at any step, up to but not above Step C for an Emergency Communications Operator.
- B. In accordance with Article 6, a newly hired probationary employee will be considered for a step increase after completing six (6) months of service with the Employer.

Thereafter, the employee shall be considered for subsequent pay step advancements on each anniversary date of hire until reaching Step E of the pay scale.

- C. In accordance with Article 6, performance evaluations shall be the sole basis for granting or withholding within grade pay increases.

Section 11.5. Shift differential at the rate of thirty-five cents (\$.35) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 2:30 p.m. and 10:30 p.m.

Shift differential at the rate of fifty cents (\$.50) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 10:30 p.m. and 6:00 a.m.

Shift differential shall be paid in addition to the employee's regular rate of pay for all hours in active pay status when such hours are in compliance with the provisions of this Section.

Section 11.6. The City of Greenville shall continue to pick up employee contributions to the Public Employees Retirement System using the salary reduction method provided such procedures remain approved by the Public Employees Retirement System and the Internal Revenue Service and do not result in any additional cost to the City other than administration costs.

ARTICLE 12 **CALL-IN PAY**

Section 12.1. Whenever an employee is required to report for work or to attend a required training program or meeting, outside the employee's regular shift, the employee shall be paid for a minimum of two (2) hours overtime at the time and one-half rate.

Employees called in or required to attend training programs or meetings outside the employee's regular shift shall not be required to stay beyond the completion of the task for which the call-in was made.

Notwithstanding the above, an employee called in to work on a holiday shall receive a minimum of two (2) hours pay at the rates specified in Article 14, Holidays, herein.

Section 12.2. Subsequent call-ins within the time span covered by the original call-in shall be considered as part of the first call-in.

ARTICLE 13 **COURT TIME**

Section 13.1. Employees required to appear in court outside their regular scheduled shift in order to carry out the responsibilities of their position with the City shall receive a minimum of three (3) hours pay, or in lieu of pay, compensatory time at the applicable rate in accordance with Article 10, Section 10.4 herein.

This Article shall not be applicable to court appearances occurring during the employee's regular work shift, or up to two (2) hours prior to or one (1) hour following the employee's regular work shift.

Subsequent court appearances within the three (3) hour time span covered by the original guarantee shall be considered as part of the first court appearance for purposes of paying court time.

Section 13.2. When an employee is on paid leave status such as vacation, compensatory time or personal day leave and is required to appear in court during that paid leave, the employee shall receive court time as stated in Section 13.1 as well as the hours of paid leave, provided such paid leave was scheduled in advance of being notified of the court duty.

Section 13.3. All court fees, witness fees or other forms of remuneration provided by any court to employees being paid court time as provided in this Article must be reimbursed by the employee to the Employer. Employees shall not refuse to obtain such court fees or remuneration that can be collected on the date of such appearance.

Section 13.4. In the event the City is notified the court case has been settled, canceled, or rescheduled, the Employer shall immediately notify the affected employee(s) by telephone or by leaving a message on the employee's voice mail, no less than two (2) hours prior to the time the employee was scheduled to appear. Messages left with family members shall also be considered sufficient notification. Employees scheduled to appear in Court shall check for messages on the employee's voice mail before reporting for court duty.

In the event the employee is not notified of the cancellation as outlined above, the employee shall be compensated in accordance to section 13.1. If the employee is notified within the parameters as outlined above, the City is relieved of the responsibility for payment of court time.

Employees required to appear in court outside their regular scheduled shift shall not be required to stay beyond the completion of the task for which the appearance was made.

ARTICLE 14 **HOLIDAYS**

Section 14.1. Full-time employees in the bargaining unit shall receive eight (8) hours of holiday pay for each of the following holidays regardless of whether or not the employee is scheduled to work on the holiday:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's 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

Veteran's Day
Thanksgiving Day
Christmas Day

November 11th
Fourth Thursday in November
December 25th

Any permanent holiday enacted by the Congress of the United States and by the Ohio Legislature during the term of this Agreement shall be included as a recognized holiday under the terms of this Agreement.

Section 14.2. In order to qualify for holiday pay as provided in Section 14.1, the employee must have been in active pay status the last scheduled day before the holiday and the first scheduled day after the holiday.

Section 14.3. In addition to the eight (8) hours pay stated in 14.1, employees shall receive pay at a rate equal to two times (2x) the employee's regular rate of pay for each hour worked on the holiday. In lieu of pay the employee may elect to receive up to eight (8) hours of compensatory time on an hour for hour basis, provided this option would not increase the employee's balance above the maximum limit.

Section 14.4. Scheduled work time shall not be adjusted to avoid payment of holiday pay.

ARTICLE 15 **VACATIONS**

Section 15.1. Each January 1, each bargaining unit employee shall be credited with all vacation accrued during the previous calendar year for use in the current calendar year.

Newly hired employees shall be credited with eighty (80) hours of vacation on January 1 following their most recent date of hire or upon completion of six (6) months of service whichever occurs later. Newly hired employees may schedule vacation as soon as it has been credited to their account, provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous year for use in the current calendar year.

No accrued vacation hours shall be used by any employee until such hours have been credited to the employee's vacation account on January 1.

On January 1 of each year in which an employee will complete eight (8), fifteen (15), or twenty (20) years of service, the employee shall be credited with forty (40) additional hours of vacation and the employee's accrual rate shall be increased to the next higher level. The employee shall repay the vacation if the employee's employment is terminated for any reason prior to the employee actually completing the required years of service. Such repayment may be withheld from the employee's final paycheck.

Employees shall accrue vacation in accordance with the following schedule:

Vacation Hours	Years of Employment Accrual Rates
80	1 completed: .03846 hours for each regularly scheduled hour worked during the year.
120	8 completed: .05769 hours for each regularly scheduled hour worked during the year.
160	15 completed: .07692 hours for each regularly scheduled hour worked during the year.
200	20 completed: .09605 hours for each regularly scheduled hour worked during the year.

Section 15.2. Vacation shall be scheduled in four (4) hour or eight (8) hour increments subject to the staffing requirements of the Employer as determined by the Chief of Police or designee. In the event that the employee has no available compensatory time or personal leave, vacation may be scheduled in increments of one (1) to four (4) hours subject to staffing requirements of the Employer as determined by the Chief of Police or Designee. The Chief of Police or designee may authorize a smaller increment if the employee's vacation balance is less than four (4) hours. All vacation scheduling shall be in compliance with the established policies and procedures of the Police Chief.

Vacations shall be scheduled on the basis of seniority with the exception that once a vacation has been posted for a period of seven (7) calendar days that vacation cannot be denied as a result of seniority. Vacation requests must be acted upon and posted within seven (7) calendar days after the vacation request is submitted.

The Employer reserves the right to limit the scheduling of vacations and other time off due to operational needs of the Department; however, vacation requests for five (5) consecutive work days or more will not be denied based solely upon the creation of overtime.

Section 15.3. Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. Requests for shorter periods must be received twenty-four (24) hours in advance. In case of conflicting requests and subject to staffing requirements, vacations shall be scheduled on the basis of seniority. However, vacation requests shall not be unreasonably denied.

Section 15.4. Vacation leave credited to the employee's vacation account on January 1 shall be used by the employee prior to the end of the same calendar year or such vacation leave shall be deemed forfeited. Exceptions to this provision may be made only due to extenuating circumstances as recommended by the Chief of Police and approved by Director of Public Safety and Service.

Section 15.5. Upon retirement, separation, or death of an employee who has at least one (1) year of completed service and is on the active payroll at the time immediately preceding such retirement, separation, or death, any unused vacation accumulated shall be paid to the employee or to the estate of the deceased, as may be the case.

ARTICLE 16
UNIFORMS AND EQUIPMENT

Section 16.1. The Employer shall supply a beginning Emergency Communications Operator the following uniform items during the first year of employment at no cost to the employee as soon as practical after hire:

5 Polo shirts w/embroidery
3 Pants
1 Belt

Section 16.2. An employee in his first year of service shall be granted a uniform allowance on a pro-rated basis as follows: if an employee is hired during the first half of the year, the employee shall receive 50% of his allotment, one hundred twenty-five dollars (\$125.00). If hired during the last half of the year, the employee shall receive none of his allotment.

After an employee's first full year of service from the employee's date of hire, and each year thereafter, the employee will receive a uniform allowance of two hundred fifty dollars (\$250.00) paid to each employee on or before April 1st.

The Uniform allowance shall be utilized to maintain the uniform items specified in Section 16.1.

Section 16.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Police Chief.

Section 16.4. In the event of a major change in uniform requirements, the cost of the initial uniform change that is in excess of the provisions of Section 16.2 will be paid by the Employer.

Section 16.5. All equipment and uniforms issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit employee, all equipment and uniforms shall be returned to the Employer in the condition as when issued allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee.

Section 16.6. Employees shall be expected to present themselves for duty in proper uniform and to maintain a neat, professional appearance whenever on duty or acting under the colors of the Police Department. Employees' uniforms shall be subject to periodic inspections by the Police Chief. Police Department uniforms shall not be worn by employees when they are off duty.

ARTICLE 17
INSURANCES

Section 17.1. Each employee covered hereunder shall be provided at no cost, life insurance and accidental death and dismemberment insurance. The face amount of this insurance shall be \$10,000.00 and all coverage thereunder shall be subject to the terms and conditions of the master group insurance contract between the insurance carrier and the Employer.

Section 17.2. The insurance carrier and/or the method of providing all insurances provided for within this Article shall be solely at the discretion of the Employer. Should there be any intended carrier change, the Association shall be provided with a thirty (30) day notice of such intended change and be given the opportunity to meet to discuss the effect of such change.

Section 17.3. The Employer shall make a group health insurance plan available to all bargaining unit employees subject to the following conditions:

- A. The Employer will pay ninety percent (90%) of the total monthly insurance premium for an employee only policy or eighty percent (80%) of the total monthly insurance premium for a family health insurance plan. The employee's share of the cost for health insurance shall be ten percent (10%) of the monthly insurance premium for an employee only plan and twenty percent (20%) of the monthly insurance premium for a family plan. Payment of the employee's share of health insurance premiums shall be made by payroll deduction.
- B. Health insurance benefits shall be subject to the coordination of benefits provisions of the master contract with the carrier.
- C. If an employee or an employee's dependent incurs covered hospital expenses in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the carrier shall be subrogated to all of the employee's right of recovery against said third party to the extent of any and all payments made hereunder by the carrier with respect to such illness or injury. The employee or appropriate agent shall execute all papers and take all action necessary and proper to secure to the carrier such rights of subrogation.
- D. Employees shall not be entitled to remuneration if they choose to not avail themselves to the health insurance coverage provided by the Employer. In order to be eligible for the Employer's contribution toward health insurance hereunder, the employee must agree to pay via payroll deduction, the difference, if any, between the actual premium charged for the elected coverage and the City's contribution.

Section 17.4. The Employer agrees to maintain, at no cost to the employees, professional liability insurance covering all employees of the bargaining unit.

Section 17.5. The Employer shall establish an insurance task force to review insurance plan regulations, claims experience, costs for coverage and benefits provided. The insurance task force shall function as follows:

- A. The insurance task force shall consist of one (1) representative and one (1) alternate from each recognized bargaining unit within the City, plus one (1) representative and one (1) alternate for all non-bargaining employees. However, each group represented shall have only one (1) vote regarding any decision requiring a vote of task force members. For purposes of this Section, IAFF Local 1101 shall have only one (1) representative and one (1) alternate for both bargaining units.

- B. The task force shall meet on the third week in April, July, October, and December for the purposes outlined herein or on such other dates established by a majority vote of the task force members present.
- C. All insurance task force members and alternates shall be provided copies of any materials or information to be discussed at a meeting at least forty-eight (48) hours in advance of such meeting.
- D. The Mayor shall serve as chairperson of the insurance task force and shall designate a person to take minutes of the meetings.
- E. Task force members and alternates shall not suffer any loss in their regular pay while attending task force meetings nor be entitled to any additional pay for voluntarily serving on the insurance task force.
- F. Provided similar coverage remains available and provided changes are not mandated by law, there shall be no changes in the current level of benefits provided under the health insurance plan during the term of this Agreement without an affirmative vote of the task force.
- G. A majority of all task force members or alternates shall constitute a quorum for a task force meeting and a majority of those present shall be required to make a decision requiring a vote. The task force members may postpone any vote of the insurance task force for up to seventy-two (72) hours, by a majority vote of the task force.
- H. Except as specifically provided above, the insurance task force shall serve as an advisory body to make recommendations to the Employer regarding any insurance issues.

Section 17.6. The City agrees to establish a separate interest-bearing account for the health insurance fund if such procedure is approved by the State Auditor. The City shall provide a financial report to the Association regarding the insurance fund once each quarter.

ARTICLE 18

TRAINING AND EDUCATION

Section 18.1. When the Employer requires any bargaining unit employee to attend any school, class, training session, educational opportunity, etc., the employee shall have all hours spent in such training included in the hours worked during the work period in which the training session occurs. Meal periods and other time in which the employee is not required to be in the classroom shall not be included as hours worked provided; however, the employee shall not suffer any loss in regular pay as a result of attending such training program.

Section 18.2. When the Employer requires that a bargaining unit employee travel to any training or educational opportunity the employee shall have all required travel hours included in the hours worked during the work period in which such travel occurs.

Section 18.3. The expenses for tuition, registration, fees, etc., of any training or educational opportunity required by the Employer shall be paid by the Employer.

Section 18.4. When an employee desires to participate in training or furtherance of education, on a strictly voluntary basis, solely at the employee's own initiative, and during non-working hours, the employee will be reimbursed by the Employer for the cost of tuition, books, and course materials on the following conditions:

- A. Prior approval is received from the Employer in writing. Only those courses that directly relate to the furtherance of the employee's knowledge of the job classification shall be considered by the Employer. Failure to approve shall not be subject to the grievance procedure.
- B. The course is successfully completed with a grade equivalent of a "C" or better or with a "certificate of completion."
- C. Reimbursement will be made upon presentation of paid invoices for reimbursable items.
- D. If the employee's service with the Employer is terminated by the employee's own volition within one (1) year of completion of the course, the employee shall return the Employer's total outlay of money for the course. Repayment may be withheld from the employee's final pay.

Section 18.5. Time spent by employees attending lectures, meetings, classes, and training programs is not considered hours worked when all four of the following criteria are met:

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

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

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

Section 18.6. Whenever an employee has been authorized by the Employer to attend a training program scheduled to last more than three (3) consecutive days, the following shall apply:

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

Section 18.7. Expenses for meals shall be reimbursed according to the following conditions and standards:

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

ARTICLE 19

SICK LEAVE

Section 19.1. Full-time bargaining unit employees shall accrue sick leave at the rate of .0577 of an hour for each hour worked and for each hour in active pay status except as otherwise provided herein. The maximum amount of sick leave an employee may accrue in any calendar year shall be one hundred twenty (120) hours. Sick leave shall not accrue while an employee is on any unpaid leave, layoff, disciplinary suspension or in overtime pay status. Sick leave shall continue to accrue while an employee is on sick leave or injury leave but shall only be credited to the employee's sick leave balance if and when the employee returns to work.

Section 19.2. Sick leave shall be granted to an employee, upon approval by the Employer or designee, for the following reasons:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the work assignment, and when such illness or injury is not job related.

- B. Illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member. Sick leave usage for this purpose may be limited by the Employer based on the circumstances of each request. Sick leave shall not be granted for babysitting or child care situations.
- C. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer.

For purposes of this Section, immediate family is limited to spouse, parent, child, step-child, legal guardian, or other person who stands in the place of a parent.

Section 19.3. When an employee is unable to report to work due to illness or injury, the employee shall notify the immediate supervisor or other designated person as soon as possible, but no later than one hour prior to the beginning of the shift, unless extenuating circumstances prohibit. Such notification must be given on each day of absence, unless other arrangements are made with the Police Chief or designee.

Section 19.4. Upon return to work, an employee shall complete and sign an application for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer will determine whether or not the request for payment of sick leave benefits should be approved. The Employer may, when an employee utilizes sick leave for an absence of two (2) or more consecutive shifts or for any sick leave use in excess of three (3) instances of use within any calendar year, require the employee to furnish a statement from a licensed medical practitioner. The Employer will notify the employee if a statement will be required. Such statement shall include the general nature of the illness or injury and the estimated date when the employee can be expected to return to work, and a release to return to work without restriction statement. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 19.5. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour increments. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a medical practitioner's statement shall be grounds for disciplinary action. The Employer maintains the right to investigate any request for sick leave use and any excessive, patterned or abusive use of sick leave. The Employer also maintains the right to have any employee examined by a licensed medical practitioner selected and paid by the Employer. The Employer may deny the payment of sick leave if the investigation indicates that the absence was not within the provisions of this Article. Denial of sick leave payment shall not preclude the Employer from implementing any disciplinary action.

Section 19.6. An employee who is credited with sick leave (earned while employed by the City of Greenville) may elect one of the following options with respect to sick leave credit remaining at the end of the calendar year:

- A. Carry forward the balance; or
- B. Receive a cash benefit. An employee who has sick leave credit (earned while employed by the City of Greenville) remaining as of October 31st of any calendar year in excess of four hundred and eighty (480) hours may convert such sick leave credit in excess of four hundred and eighty (480) hours at the rate of one (1) hour of the employee's regular hourly rate of pay (40 hour rate) in effect as of the date of application for every three (3) hours of unused credit over four hundred and eighty (480) to a maximum of forty (40) hours of pay. Such conversion may occur only one time per calendar year.
- C. An employee selecting the option described in Section 19.6(B) shall indicate such selection, in writing, on a form issued by the Employer, and such option shall be exercised not later than November 1 of each calendar year. Failure to exercise such option, in writing, by November 1 of each calendar year shall result in the automatic carry forward of any unused balance.
- D. Cash benefits will be paid the same pay period that includes November 20th.
- E. An employee who separates during the year, prior to November 1 of that year, shall not be eligible for the cash benefits provided under this Section.
- F. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville, employees will be deemed to use the hours accumulated during their employment with Greenville prior to using any hours transferred from another employer (last in, first out).

Section 19.7. Payment for Accumulated Sick Leave Upon Voluntary Separation:

- A. Employees who have accumulated sick leave earned while employed by the City of Greenville may, at their request, be paid for a percentage of their accumulated balances upon voluntary termination from service to the Employer, other than upon retirement, at their last base rate of pay (40 hour rate) at the rate of one day of pay for every two (2) days of accumulated balance for those days between thirty (30) and one hundred twenty (120) to a maximum of forty-five (45) days of pay, based upon the employee's normal work day.

In order to be eligible for the payment authorized by this Section, an employee shall have at least six (6) years of service with the Employer.

- C. An employee who voluntarily terminates employment with the Employer, and who is eligible for payment in accordance with the provisions of this Section, shall make written application for such payment prior to such termination using a form issued by the Employer for such purpose. Such written application shall be made not more than fourteen (14) calendar days after the date of such termination. Failure to make a timely application shall result in the forfeiture of the accumulated sick leave credit.

- D. Payments made pursuant to this Section shall be deemed to eliminate any future demands for payment for any remaining accumulated sick leave credit.
- E. Employees who fail to request payment of accrued but unused sick leave at time of voluntary separation may, at any future date, have such accrued but unused sick leave transported to another public sector employer in accordance with the provision of the applicable sections of the Ohio Revised Code.
- F. Employees who are discharged from employment shall forfeit all rights to receive any payment of accrued but unused sick leave.
- G. For purposes of determining whether remaining sick leave balances are earned while employed by the City of Greenville, employees will be deemed to use the hours accumulated during their employment with Greenville prior to using any hours transferred from another employer (last in, first out).

Section 19.8. Payment for Unused Sick Leave Upon Retirement:

- A. Upon qualifying for eligibility to receive public employment retirement, an employee who is in active service with the City at the time of retirement and has completed six (6) years of service with the Employer and has accumulated thirty (30) to one hundred twenty (120) days of unused sick leave credit may elect to be paid in cash for the value of the employee's accrued but unused sick leave credit at the rate of one (1) day of pay for every two (2) days of accumulated balance, to a maximum of forty-five (45) days of pay. Payment for sick leave on this basis shall be based on the employee's rate of pay (40 hour rate) at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.
- B. An employee who retires and elects to convert sick leave credit in accordance with this Section hereof shall make written application for such payment prior to such retirement using a form issued by the Employer for such purpose.

Section 19.9. In the event of the death of an employee, accrued but unused sick leave as defined in this Section shall be paid to the employee's designated beneficiary, or in the absence of a designated beneficiary, to the estate. Such compensation shall be at the employee's base rate of pay at the rate of one (1) day of pay for every two (2) days of accumulated balance, to a maximum of forty-five (45) days of pay. In order to be eligible for the payment provided for in this Section, an employee shall have had at least one (1) year of service with the Employer.

ARTICLE 20
INJURY LEAVE

Section 20.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which injury is not the

result of "horse-play," negligence, recklessness, or intentional self-infliction by an employee, and upon the employee's application, the Employer shall grant the employee Occupational Injury Leave (OIL) for a period not to exceed thirty (30) calendar days immediately following the initial date of injury per injury as identified by the Ohio Bureau of Workers' Compensation (OBWC) claim number. Following the initial thirty (30) day period, if the employee remains eligible for lost time (temporary total) benefits from BWC, the employee may use accrued sick time or other approved leave balances to supplement Workers' Compensation benefits for up to six (6) months immediately following the initial date of injury. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted.

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

Section 20.2. An employee applying for OIL or supplemental leave hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 20.3. Any employee claiming an occupational injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. If the Employer requests a hearing before OBWC to determine the validity of any claim, the Employer shall notify the affected employee of such request.

Section 20.4. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, and/or vacation leave for all time paid by the Employer for OIL.

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

Section 20.5. In lieu of granting OIL, the Employer may provide a transitional duty assignment within the limitations set by the employee's attending physician or other physician selected by the Employer. Failure of the Employer to assign an employee as outlined above shall not be subject to appeal through the grievance procedure.

Section 20.6. The Employer, at its option, may require the employee to take physical examinations by doctors selected by the Employer in matters relating to injury. Any such examination, if required by the Employer, shall be at the Employer's expense.

ARTICLE 21
LEAVE DONATION

Section 21.1. Whenever an employee is incapacitated by a catastrophic illness or injury as determined by City Council, and the affected employee has exhausted all other paid leave balances available to the employee including earned vacation, sick leave, and accrued compensatory time, other employees will be allowed to donate time to the employee under the following guidelines.

Section 21.2. Employees may donate accumulated vacation or compensatory time on a voluntary basis to another employee and all hours donated will be credited to the recipient employee.

Section 21.3. Donated time shall not be reversible and in the event all hours donated are not used for the catastrophic illness or injury, the balance will remain with the recipient employee.

Section 21.4. Donations shall be in whole hours and donations of a maximum of forty (40) hours, per donating employee, per calendar year.

Section 21.5. Before being credited to the recipient employee, donated time shall be adjusted by multiplying the donating employee's hourly base rate times the hours donated, then dividing by the recipient employee's hourly base rate at the time of donation, into the value of the hours donated, rounded up to the next nearest full hour.

ARTICLE 22
FUNERAL LEAVE

Section 22.1. An employee shall be granted up to five (5) consecutive calendar days of funeral leave to make the funeral arrangements, participate in visitations and attend the funeral in the event of the death of an employee's spouse, mother, father, step parent, son, daughter, brother, sister, grandparent, grandparent-in-law, grandchild, aunt, uncle, nephew, niece, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step brother, step sister, step child, guardian, or other relative who had been residing in the same household as the employee.

Section 22.2. The Employer may permit a bargaining unit employee to use accrued but unused sick leave to attend the funeral of any person not specified in this Article, or to extend the funeral leave period following the death of any relative provided for in this Article.

Section 22.3. Proof of death, relationship to the deceased, and/or proof of attendance at the funeral may be required.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

Section 23.1. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the previous twelve (12) months before the leave commences.

Section 23.2. Eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date on which an employee request to begin use of FMLA leave in accordance with the City policy.

ARTICLE 24
UNPAID LEAVE OF ABSENCE

Section 24.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer, in each individual case, will decide if a leave of absence is to be granted. The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of another leave of absence.

Section 24.2. Unpaid leaves of absence will not exceed six (6) months in duration.

Section 24.3. An employee may only use a leave of absence for the reason which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee, up to and including discharge. An employee may not use a leave of absence to look for or work at another job.

Section 24.4. An employee may not return from a leave of absence before the time granted for the leave to expire without the permission of the Employer. If an employee fails to return from leave upon the expiration of the leave, the employee shall be considered as having resigned from the position.

Section 24.5. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if the employee were laid off from the classification and allow the employee appropriate displacement rights as set out in this Agreement.

Section 24.6. An employee who has received an authorized leave of absence without pay does not earn sick leave, vacation leave, or other benefits while on such leave. However, time spent on the leave of absence is to be considered in determining seniority and length of service for purposes where tenure is a factor.

Section 24.7. Except as otherwise provided under Article 23, Family and Medical Leave, persons who are on an authorized unpaid leave of absence may continue their hospitalization insurance coverage only by paying the premium in full to the City Auditor. The employee is fully responsible for payment of such premium.

ARTICLE 25
TRADING TOURS OF DUTY

Section 25.1. With the prior approval of the Chief of police or his designee, employees may trade time with another employee within their rank structure and duty assignment. The trade shall not be for less than eight (8) hours and the trade shall occur in the same forty (40) hour work week. Trading cannot take place if it causes an employee to work more than eight (8) hours in a day or more than forty (40) hours in a week. No employee may trade more than one (1) eight (8) hour shift within any calendar month.

Employees desiring to trade time shall notify the Chief or designee in writing of their intent to trade time. Such notice shall be given at least twenty-four (24) hours in advance of the date on which the requested trade is to occur. It shall be the employees' responsibility to report for the time they agreed to trade.

The Employer may deny a trade between employees only in cases where the trade would adversely affect the operation of the Department. The ability of either employee to use any paid leave shall not be used by the Employer to deny the time trade.

ARTICLE 26
SELF-INCRIMINATION

Section 26.1. The Employer recognizes that employees possess certain rights guaranteed them by the Constitution of the United States and the Constitution of the State of Ohio. If an employee becomes the subject of a criminal investigation, the Employer shall endeavor to refrain from violating those rights which include:

The right to assistance of counsel,

The privilege against self-incrimination, and

The right to be informed of the nature of the charges against them.

The employees acknowledge that these rights have no application in regard to civil proceedings or intra-departmental investigations regarding discipline unless criminal charges are reasonably contemplated.

ARTICLE 27
LAYOFF AND RECALL

Section 27.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the employer shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of

the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 27.2. Layoff order shall be in the inverse order of seniority in classification. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are able to meet the minimum requirements as provided for in applicable state law to perform the work in the classification to which they are recalled. If additional training is required to meet such minimum requirements, the Employer will pay for such training. During such training period, the employee shall be considered a recalled employee with full pay and benefit rights as provided for in this Agreement.

Section 27.3. Notice of recall shall be sent to the employee by certified mail with a copy to the Association. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the period of layoff.

Section 27.4. The recalled employee shall have seven (7) calendar days following the date of receipt or attempted delivery of the recall notice to notify the Employer of the employee's intention to return to work and shall have twenty-one (21) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 28

LABOR/MANAGEMENT COMMITTEE

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

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

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

ARTICLE 29
RULES AND REGULATIONS

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

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

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

ARTICLE 30
DRUG/ALCOHOL TESTING

Section 30.1. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the Employer may administer the applicable tests upon confirmation of a law enforcement officer.

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

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

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

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

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

ARTICLE 31
APPLICATION OF CIVIL SERVICE

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

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

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

ARTICLE 32
PERFORMANCE EVALUATION

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

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

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

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

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

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

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

ARTICLE 34

NO STRIKE OR LOCKOUT

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

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

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

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

ARTICLE 35 **SAVINGS CLAUSE**

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

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

ARTICLE 36 **WAIVER**

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

ARTICLE 37 **TERMINATION**

Section 37.1. The provisions of this Agreement shall be effective upon execution or as otherwise specifically provided in the Articles herein and shall remain in full force and effect through December 31, 2013.

Section 37.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the

expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

ARTICLE 38 **PERSONAL DAY LEAVE**

Section 38.1. After completing six (6) months of service, full-time bargaining unit employees shall be granted two (2) personal days (16 hours) of leave and each year following on January 1st. Personal days must be taken in the calendar year in which they were credited.

Section 38.2. The employee must request personal day leave usage no less than twenty-four (24) hours in advance and in writing. The Police Chief or officer in charge of the shift may grant the request of any employee requesting personal leave in accordance with the scheduling requirements of the Employer.

Section 38.3. Employees completing their first year of employment after November 30th shall have until January 31st of the following calendar year to use the personal day credited in the previous calendar year.

Section 38.4. Any bargaining unit employee, who completes six (6) months, January 1 through June 30, or July 1 through December 31, without using any sick leave (0 hours), shall receive eight (8) hours of bonus personal leave. The bonus personal leave hours shall be credited to the employee the first full pay period following the six (6) month period with zero (0) hours of sick leave usage. The bonus personal leave time must be used during the calendar year in which they are credited.

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

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

Section 38.7. The Employer reserves the right to limit the scheduling of Personal Day Leave to avoid the creation of overtime situations, pursuant to Section 15.2 of this Agreement.

ARTICLE 39 **SUCCESSOR AGREEMENT**

Section 39.1. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provision, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation,

transfer or assignment of either party hereto, or by any change geographically or otherwise in location or place of business of either party.

ARTICLE 40
RESIDENCY REQUIREMENT

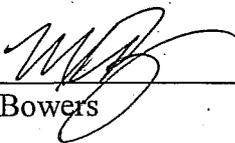
Section 40.1. Subject to the provisions of division two (2) of this section, all full-time employees in the bargaining unit shall reside in the County of Darke or an adjacent county to Darke within the State of Ohio.

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives
this ___ day of _____, 2011.

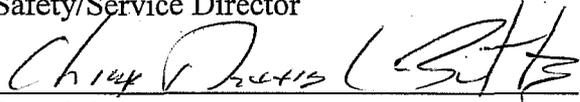
For The City of Greenville:



Michael Bowers
Mayor



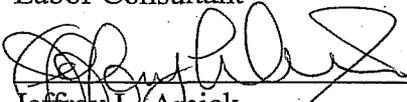
Rodd Hale
Safety/Service Director



Dennis Butts
Police Chief

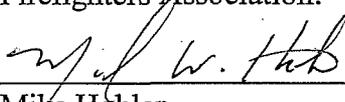


Kelly Babcock
Labor Consultant

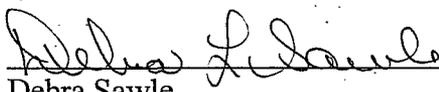


Jeffrey L Amick
Law Director

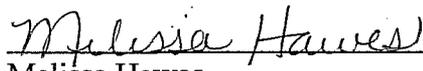
For The Greenville Professional
Firefighters Association:



Mike Höhler
Local 1101 Representative



Debra Sawle
Negotiating Team Member



Melissa Hawes
Negotiating Team Member