COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2379

AND

THE CITY OF BOWLING GREEN

MAY 1, 2011 THROUGH APRIL 30, 2014

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PREAMBLE

This Agreement, entered into by the City of Bowling Green, hereinafter referred to as the "Employer," and the International Association of Firefighters, Local 2379, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 1
RECOGNITION

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit. Such bargaining unit shall include all uniformed employees but shall exclude the Chief, the Fire Deputy Chief, the secretary, and the three (3) Shift Captains. However, the City retains the right to make decisions regarding retention of probationary employees and such decisions shall not be grievable.

SECTION 1.2 All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit shall be deemed excluded from the bargaining unit.

SECTION 1.3 Wherever used in this Agreement, the term "employees" shall be deemed to include those individuals employed by the City in those positions and classifications included in the above-described bargaining unit.

ARTICLE 2
SCOPE OF BARGAINING

SECTION 2.1 The following shall be considered as the subjects to be negotiated by the City with the Union for the members of the bargaining unit: wages, hours, fringe benefits, and the terms and conditions of employment.

ARTICLE 3
PRINTING AND SUPPLYING OF AGREEMENT

SECTION 3.1 This Agreement shall be printed, and each employee shall be given a copy of the Agreement.

SECTION 3.2 All costs associated with the printing of this Agreement shall be borne by the Employer and the Union, based on the number required by each.

ARTICLE 4

NON-DISCRIMINATION

SECTION 4.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, marital status, race, color, creed, ancestry, disability or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 4.2 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.

SECTION 4.3 The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

SECTION 4.4 The Union agrees not to interfere with the rights of employees to not become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any non-Union member exercising the right to decline membership in the Union or to decline participation in Union activities.

SECTION 4.5 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

SECTION 4.6 This Agreement shall apply and be applied equally, without discrimination, to all employees covered by the collective bargaining agreement.

ARTICLE 5
NO STRIKE

SECTION 5.1 The Employer and the Union understand and agree that the services performed by the employees included under this Agreement are essential to the public health, safety and welfare and that a work stoppage of any kind would create a clear and present danger to the health, safety and welfare of the public. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that the Union or its members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, slowdown, strike, or sympathy strike, or any other concerted activity which would interrupt the operations or services of the Employer during the term of this Agreement or any extensions thereof.

SECTION 5.2 In addition to any other remedies available to the Employer, any employee, or employees, who individually or collectively violate Section 5.1 of this Article shall be subject to discipline or discharge by the Employer.

SECTION 5.3 In the event of any violation of Section 5.1 of this Article, the Union shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs, including, but not limited to the preparation and delivery of a letter, directed to the Employer and signed by the ranking Union officer, stating that the strike or other unauthorized cessation of work is not sanctioned and that all employees should immediately return to work and resume the performance of their normal and usual job duties and responsibilities.

SECTION 5.4 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 strike or other cessation of work.

SECTION 5.5 Organized picketing by off-duty employees shall not be prohibited, censored, or deemed illegal, nor shall employees' participation in such an action be noted in their personnel files. Providing, however, that such action does not interfere with the Fire Division operations.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 6.1 The Union recognizes the right and authority of the employer to administer the business of the Bowling Green Fire Division and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operation of the Division, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following which are only modified by the express terms of this Agreement:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand suspend, discharge, or discipline for just cause to maintain order among employees. Transfers shall be preceded by a labor-management meeting pursuant to Article 13. Section 13.1 B. (Layoffs shall be done in accordance with the requirements established in Section 124.37 of the Ohio Revised Code.);

B. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

D. To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;

E. To determine the size, composition, and duties of the work force and the Division's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications), and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked, except as otherwise provided herein;

F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department;

G. To determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in all job classifications and the standards of quality and performance to be maintained;

H. To determine the necessity to schedule overtime and the amount required thereof;

I. To maintain the security of records and other pertinent information;

J. To determine the Division's overall budget and uses thereof;

K. To maintain and improve the efficiency and effectiveness of the employer's operations; and

L. To determine and implement necessary actions in emergency situations.

SECTION 6.2 The Union recognizes and accepts that all rights and responsibilities of the employer not expressly restricted or modified herein and as permitted by law shall remain the exclusive function of the employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 7
DISCIPLINE

SECTION 7.1 The Employer may conduct an investigation of any alleged violation committed by an employee of the Fire Division rules and regulations, as well as all statutes and ordinances applicable to employees, and by specific order, require the employee to submit a written report concerning any such alleged violation. The Employer may rely upon the employee's written report in taking action and in defending such action in the event the employee is disciplined or discharged.

SECTION 7.2 The tenure of every employee shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed, or otherwise disciplined, except for violations occurring while the employee is on duty, working under the colors of the Employer, or while off-duty representing himself as an employee of the City.

SECTION 7.3 Except as otherwise provided herein, an employee's off-duty conduct shall not result in discipline or discharge unless such off-duty conduct impairs the employee's ability to effectively or efficiently perform his assigned job duties or such off-duty conduct unreasonably interferes with or diminishes the overall performance, effectiveness, or efficiency of the Fire Division.

SECTION 7.4 The City does not adhere to a strictly progressive form of discipline, instead disciplinary action shall be proportionate to the offense committed. Forms of disciplinary action may include the following, which are not ranked in any particular order.

A. Verbal warning (time and date recorded);

B. Written reprimand;

C. Suspension with pay;

D. Suspension without pay;

E. Reduction in pay rate;

F. Reduction in rank;

G. Discharge from employment.

SECTION 7.5 Incompetency, inefficiency, dishonesty, working while under the influence of alcohol and/ or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, neglect or abuse of equipment, apparatus or uniform, absence without leave, any other failure of good behavior, or any other acts of misfeasance, malfeasance, or non-feasance in office shall be cause for disciplinary action.

SECTION 7.6 Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, discharge, or any other action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference shall be mailed or personally delivered to the Employee. Such notices shall specify the time, date, and place of the conference, and subject matter of the conference, and

the notice shall also advise the employee of his right to be represented at the conference by one (1) person of his choice, plus have present witnesses to testify on his behalf, providing however, that the Employer does not lose the services of the employees by their attendance. Upon receipt of a written request signed by the employee or his designated representative, the Employer may, for just cause shown, grant the employee's request that such conference be continued.

ARTICLE 8
GRIEVANCE PROCEDURE

SECTION 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer 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 the Agreement nor those matters not covered by this Agreement.

SECTION 8.2 Matters previously appealable to the Civil Service Commission in accordance with Ohio Revised Code Chapter 124.34 shall be appealable only through the grievance procedure as provided herein. All matters relating to appointment, promotions, layoffs, recall, or job abolishments shall be handled in accordance with the Bowling Green Civil Service Commission's rules and regulations.

SECTION 8.3 All grievances must be processed at the proper step in order to be considered at subsequent steps.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 8.4 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of the grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. If an employee believes he has a grievance, he shall notify the Union of the alleged grievance within three (3) calendar days of the occurrence of the facts giving rise to the grievance. The employee and the Union shall meet and attempt to resolve the dispute among themselves at this point. If the employee and the Union agree that the alleged grievance is a valid grievance, the employee and the Union will then decide whether the grievance will be pursued under the provisions of this Grievance Procedure Article or whether the employee will pursue any other remedies available to him under the law. The employee's election to proceed under the terms and provisions of this Article or to pursue any other remedy available under law shall be made within ten (10) calendar days of the occurrence of the facts giving rise to the grievance.

Step 2. If the grievance is not resolved in Step 1, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within ten (10) calendar days of the occurrence of the facts giving rise to the grievance, refer the grievance to his Shift Captain, who shall then have five (5) calendar days in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Shift Captain shall investigate and respond in writing to the grievance within five (5) calendar days following the meeting date.

Step 3. If the grievance is not resolved at Step 2, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing, and, within three (3) calendar days of the denial of the grievance at Step 2, shall present the grievance to the Fire Division Chief, who shall then have four (4) work days in which to schedule and hold a meeting, if he deems such necessary, with the aggrieved employee and

his representative. The Fire Division Chief shall respond to the grievance in writing not later than three (3) calendar days following the meeting date.

Step 4. If the grievance is not resolved in Step 3, the employee with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and shall within (3) calendar days, refer the grievance to the Safety Director, who shall have fourteen (14) calendar days in which respond to the grievance.

Step 5. Arbitration: If the grievance is not satisfactorily settled in Step 4, the Union may make a written request to the Personnel Director that the grievance be submitted to Arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 4 reply.

Upon receipt of a request for arbitration the Employer and a representative of the Union shall within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, or add to, subtract from, or modify the language therein in arriving at this determination on any issue presented that is proper with the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 2 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator will be final and binding on the employee(s), the Union and the City. All costs involved in obtaining the list of arbitrators shall be divided equally between the City and Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. The expenses of any witness shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one, but such fees shall be split equally if both parties desire a court report's recording, or request a copy of any transcripts.

SECTION 8.5 All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was filed in writing;
4. Date and time grievance occurred;
5. The location where the grievance occurred;
6. The names of all persons in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement allegedly violated;
9. Desired remedy to resolve the grievance.

SECTION 8.6 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in the remedy requested in such grievance shall be required to sign the grievance. The grievant(s) may be represented by an attorney if they so choose.

SECTION 8.7 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

SECTION 8.8 For purposes of this article, working days shall be defined as those days upon which the aggrieved employee was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the working days of the aggrieved employee when he is the moving party and the working days of the Employer when it is the responding party.

SECTION 8.9 The employer shall provide the Union with a list of the Employer's designated representatives for each step of the grievance procedure.

ARTICLE 9
DUES DEDUCTION

SECTION 9.1 The Employer agrees to deduct union membership dues, initiation fees, assessments, in accordance with this Article or a fair share fee determined in accordance with Ohio Law for all employees covered by this Agreement.

SECTION 9.2 The Employer agrees to deduct regular Union membership dues, initiation fees, assessments, or a fair share fee determined in accordance with Ohio Law once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction authority form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 9.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, suits, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

SECTION 9.4 All amounts so deducted from employees' wages in accordance with this Article shall be remitted to the Treasurer of the Union no later than ten (10) days following such deduction. Once the funds are remitted to the Treasurer of the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 9.5 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one included in the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; or (5) revocation of the payroll deduction authorization.

SECTION 9.6 The Employer shall not be obligated to deduct dues, initiation fees, assessments, or fair share fees from the wages of any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, initiation fees, or assessments.

SECTION 9.7 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of errors made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

SECTION 9.8 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an employee's dues deductions.

SECTION 9.9 Except as otherwise provided herein, each eligible employee's written voluntary signed authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

SECTION 9.10 An employee either revoking his authorization or failing to join the Union shall be required to pay a "fair share fee" to the Union for expenses due to legal and collective bargaining obligations of the Union. This fee shall not exceed the regular monthly Union dues, and said amount shall be deducted monthly from the employee's payroll check.

ARTICLE 10
BULLETIN BOARD

SECTION 10.1 The Employer agrees to furnish the Union with a location to be designated by the Chief for the placement of one (1) Union bulletin board at each manned station within the City. The Union shall be responsible for the purchase and maintenance of said bulletin boards.

SECTION 10.2 All Union material of any kind posted on the bulletin board shall bear the signature of a local Union officer. Union notices and material relating to the following matters may be posted without the necessity of obtaining the Fire Division Chief's prior approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointment;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent non-political arms of the union;

G. Non-political publications, ruling, or policies of the Union.

SECTION 10.3 All other notices and material of any kind not specified in paragraph A through G of Section 2 must be given prior approval by the Fire Division Chief before the posting thereof.

SECTION 10.4 No material may be posted at any time on the Union bulletin board which contains any of the following:

A. Personal attacks upon any other member of the Union or upon any other employee;

B. Scandalous, scurrilous. or derogatory remarks or attacks about or upon the Employer;

C. Attacks and/or favorable comments regarding any candidate for public office or any political issue.

SECTION 10.5 No Union-related material of any kind may be posted anywhere in or upon the Employer's facilities and premises or upon the Employer's equipment and apparatus, except on the bulletin board provided at the Union's expense and designated for the Union's use.

SECTION 10.6 The Fire Division Chief, without interference from the Union, shall cause the immediate removal of any material posted on the Union bulletin board or elsewhere in violation of this Article.

SECTION 10.7 Prior to the posting of permitted material, one (1) copy thereof shall be submitted to the Fire Division Chief.

ARTICLE 11
FILE CABINET

SECTION 11.1 It is agreed that the Union shall be permitted to have one (1) file cabinet upon the premises of each manned Fire station within the City, and that the use of such file cabinet shall be limited to storage of official Union documents.

SECTION 11.2 The Union shall ensure that said file cabinet is kept secure and locked, and the parties agree that only Union officers and officials shall have access to the Union file cabinet.

SECTION 11.3 The Union shall be responsible for the purchase and maintenance of such file cabinet, which shall at all times be treated as the property solely of the Union.

SECTION 11.4 The Union shall be permitted to place such file cabinet in a location to be designated by the Fire Division Chief.

SECTION 11.5 The Union shall be permitted to have such file cabinet upon the Fire Division premises so long as the Chief, in his discretion, determines that the space occupied by the file cabinet is not required for Fire Division use and so long as the Chief, in his discretion, does not find that the location of the file cabinet on the Fire Division premises interferes with, interrupts, or disrupts the operation of the Division.

SECTION 11.6 For any of the reasons mentioned in Section 11.5 above, the Chief, in the exercise of his discretion, may require the removal of such file cabinet from the Fire Division premises. The Chief's decision to require removal of the file cabinet shall not be subject to the Grievance Procedure contained elsewhere herein or be otherwise appealable.

ARTICLE 12
MEETINGS

SECTION 12.1 Meetings of Union members will be permitted on the Fire Division premises in a location to be designated by the Fire Division Chief; however, such meetings shall not interfere with the normal operation of the Division.

SECTION 12.2 All Union members, including both on-duty and off-duty members, shall be afforded the opportunity to attend such meetings provided their attendance does not interfere with the normal operation of the Division.

SECTION 12.3 All Union members, including both on-duty and off-duty members, shall respond, if called upon to do so, in the event that during such meetings any situation arises which requires their presence, aid, assistance, and the performance of their duties in carrying out the operations and functions of the Division's operations.

SECTION 12.4 Members of the Union attending such meetings during their on-duty hours shall suffer no loss in pay; however, the Union agrees to make every effort to limit the duration of such meetings to a reasonable period of time.

SECTION 12.5 The Union shall be directly and solely responsible for the conduct of such meetings as well as for the conduct of those in attendance. In the event that any person attending such a meeting destroys, defaces, or abuses any property belonging to the Fire Division or the City, the Fire Division Chief, in the exercise of his judgment and discretion, may thereafter notify the Union that it shall not be permitted to conduct further meetings upon the Division's premises.

SECTION 12.6 The frequency of such meetings shall be limited as follows:

A. One (1) general membership meeting per calendar month;

B. Three (3) special general membership meetings per twelve (12) consecutive month period, commencing with the effective date of this Agreement;

C. Such other meetings of the Union's general membership as shall be approved by the Fire Division Chief.

SECTION 12.7 The Union shall give the Fire Division Chief at least fifteen (15) days advance written notice of all general membership meetings, except in the case of special general membership meetings of which the Union shall give the Chief not less than twenty-four (24) hours advance written notice.

SECTION 12.8 Nothing contained in this Article, or elsewhere in this Agreement, shall give the Union the right or authority to conduct any meetings, other than those general membership meetings referred to in Subsections A through C of Section 12.6, upon the premises of the Fire Division.

SECTION 12.9 At the conclusion of such meetings, it shall be the Union's responsibility solely to ensure that said premises are cleaned and returned to their usual condition.

SECTION 12.10 It shall be the Union's responsibility to compensate the City for any damage, defacement, or destruction of the City's property, other than normal wear and tear, resulting from the Union's use of said premises to conduct such meetings.

SECTION 12.11 Unless otherwise approved by the Fire Division Chief, all meetings referred to in this Article shall commence not earlier than six o'clock p.m. (6:00 p.m.).

ARTICLE 13
LABOR-MANAGEMENT MEETINGS

SECTION 13.1 In the interest of sound labor-management relations and effective communication, either party may, not more than four (4) times yearly, unless otherwise mutually agreed, request a labor-management meeting for the following purposes:

A. To discuss the administration of the Agreement;

B. To notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

C. To disseminate general information of interest to the parties;

D. To discuss ways to increase effectiveness, work performance, and efficiency;

E. To consider and discuss safety and health-related matters.

F. To give the Union representative the opportunity to share the views of the Union members and/or make suggestions on subjects of interest to the Union members.

SECTION 13.2 All requests for such meetings shall be made in writing and presented to the other party not less than five (5) calendar days in advance of the requesting meeting date. Such written request shall include an agenda of items the requesting party wishes to discuss, as well as the names of those representatives who will attend the meeting. The party receiving such request may likewise submit an agenda of items it wishes to discuss at the meeting and such party shall provide the requesting party with a list of those representatives it will have in attendance at the meeting. No more than three (3) Union employee representatives shall attend any such meeting.

SECTION 13.3 Such meeting shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m., and, unless otherwise mutually agreed upon, shall be limited to two (2) hours in duration.

SECTION 13.4 No on-duty employee shall suffer a loss in pay as a result of attending such meetings, but no such employee shall receive overtime compensation in connection with his attendance at such meetings. Off-duty employees attending such meeting during non-working hours shall not receive any compensation therefore from the Employer, unless the Employer specifically requests their attendance at the meetings, and in which case, the hours in attendance shall be considered as hours worked for purpose of calculating entitlement to overtime. The parties agree that any employee representative on-duty may be required to work if an emergency arises during such a meeting.

ARTICLE 14
HEALTH AND SAFETY

SECTION 14.1 The Employer and the Union agree to promote the safety and health of all employees and to cooperate in an effort to prevent accident, injury, illness, and death within the Fire Division.

SECTION 14.2 The Union agrees that careful observance of safe working practices, procedures, and Employer safety rules is a primary duty of all employees. It shall be the employee's responsibility to immediately report all unsafe conditions to the Employer.

SECTION 14.3 The Employer agrees to uniformly apply safety rules to all employees in similar circumstances and to uniformly implement and enforce adequate safety rules without discrimination in their application.

SECTION 14.4 In an effort to minimize the possibility of accident, injury, illness and death within the Fire Division, the parties agree that violation of Employer safety rules may subject the offending employee to disciplinary action. In determining the degree of such disciplinary action, the Employer shall take into consideration all mitigating circumstances surrounding such violation.

ARTICLE 15
FIRE DIVISION RULES AND REGULATIONS

SECTION 15.1 The Union 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 to regulate the conduct of employees, and the conduct of the City's services and programs.

SECTION 15.2 The Employer recognizes that no work rules, regulations, policies or procedures shall be established in violation of any expressed terms of the Agreement.

SECTION 15.3 Work rules, regulations, policies, procedures and directives shall be interpreted and applied uniformly to all employees within the bargaining unit(s).

SECTION 15.4 Copies of changes in existing work rules, regulations, policies and procedures, or newly established work rules, regulations, policies and procedures shall be provided to the Union in draft form no less than ten (10) calendar days before they are to take effect, except during emergency conditions.

SECTION 15.5 This article shall not be interpreted in any manner to relieve any employee of his/her responsibilities to follow the established rules and procedures of good conduct necessary to preserve the good order and discipline of the Fire Division.

SECTION 15.6 The Fire Division shall provide new employees with a copy of all written work rules, regulations, policies and procedures in existence at time of hiring.

ARTICLE 16
HOUSECLEANING AND MAINTENANCE OF QUARTERS

SECTION 16.1 The parties understand and agree that it is in the best interest of both parties that the Fire Division premises, facilities, equipment, and apparatus be at all times maintained, preserved, and kept clean, neat, orderly, presentable, and in as good, workable and functional condition as possible.

SECTION 16.2 The parties agree that, in addition to their firefighting and fire prevention duties, the employees' duties shall include routine daily housekeeping of the Fire Division premises and surrounding outside areas.

SECTION 16.3 The parties agree that the employees' duties shall not include the painting of walls, ceilings or floors; or the repair of structural systems or Fire Division equipment beyond the scope of routine maintenance.

ARTICLE 17
SENIORITY

SECTION 17.1 Seniority, except as otherwise provided in this Agreement, shall only be an employee's uninterrupted length of continuous service within a particular rank as calculated from his date of hire or promotion within the Fire Division. The calculation of an employee's seniority shall not include any part of the employee's prior service with the Employer or any other public employer or government agency.

SECTION 17.2 Employees with the same seniority date shall be assigned to the seniority list in the order of their ranking on the original Civil Service Eligibility List.

SECTION 17.3 Seniority shall be broken when an employee:

A. Quits or resigns;

B. Retires;

C. Fails to return from an authorized leave of absence without reasonable cause or is absent without leave for three (3) or more working days;

D. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the Employer mails the employee notice by registered mail to the employee's last-known address as shown in the Employer's record, except for good cause shown.

SECTION 17.4 Rank seniority shall be an employee's uninterrupted length of continuous service within the same rank calculated from the date of the employee's appointment or promotion to that rank.

SECTION 17.5 Newly hired and promoted employees shall not accrue seniority during their probationary periods; however, upon the successful completion of their probationary periods, newly hired and promoted employees' seniority dates shall be calculated from the date of their hiring, appointment, and promotion.

SECTION 17.6 An employee on an authorized leave of absence shall continue to accrue seniority; however, benefits shall accumulate only while an employee is in active pay status.

SECTION 17.7 The Fire Division shall establish a seniority list by rank. On the seniority list, Captains shall have seniority over Lieutenants and Firefighters, and Lieutenants shall have seniority over all other employees below the rank of Lieutenant. All employees within the bargaining unit below the rank of Lieutenant shall hold the rank of Firefighter.

SECTION 17.8 Seniority within a rank shall be as determined by the applicable Sections contained elsewhere in this Article.

SECTION 17.9 Employees covered under this Agreement may exercise their seniority within the Fire Division for the purpose of choosing vacations, FEDS*, personal time, and other authorized leaves of absence.

*Firefighter Equalization Day

ARTICLE 18
SHIFT EXCHANGE

SECTION 18.1 Employees may exchange shifts, subject to each and all of the following conditions:

A. Written application for such shift exchange is given to the Shift Officer in charge not later than forty-eight (48) hours prior to the proposed shift exchange, with said application specifying the names of all employees involved in such exchange, as well as the date and hours of such shift exchange;

B. The Shift Officer in charge, in the exercise of his judgment and discretion, determines that such shift exchange will not interfere with the operation of the Fire Division;

C. The Fire Division Chief approves such shift exchange in advance;

D. In the absence or unavailability of the Fire Division Chief, the Shift Officer in charge, in the exercise of his judgment and discretion, determines that such shift exchange will not interfere with the operation of the Fire Division and approves such shift exchange in advance;

E. The Fire Division Chief may approve the exchange of shifts between employees of different classifications or rank and shall not unduly restrict shift exchanges. However, the Fire Division Chief may restrict such shift exchanges in the event there is a disparity in ability to perform the required tasks between the parties to the proposed shift exchange.

F. Emergency, partial tour, or one (1) hour shift exchanges shall be submitted to and may be approved by the Shift Officer in charge and such exchanges shall not be conditioned upon the forty-eight (48) hour written application specified in Subsection A of this Article.

G. A record of each shift exchange shall be kept by the Fire Division Chief, and such record shall be maintained in the Division and Shift files;

H. Each shift exchange shall be repaid not later than twelve (12) months after the date of the exchange;

I. In the event that a shift exchange is not repaid within ten (10) months after the date of the exchange, the Fire Division Chief shall consult with the employee owing the shift exchange, and assign that employee a date for repayment of the exchange within the next sixty (60) calendar days; however, before making such assignment, the Fire Division Chief will first consult with the employee owed repayment and determine if the date selected for repayment is accepted to the employee owed repayment.

J. In the event such shift exchange is not repaid within twelve (12) months as provided in Subsections H and I above, the City shall deduct from the wages of the employee owing the shift exchange a sum equal to the amount of wages previously paid to such employee applicable to the shift exchange, together with overtime pay, if applicable, and such sum shall be paid to the employee to whom repayment is owed.

SECTION 18.2 If done on a voluntary basis, the trading of time and the exchange of shifts within the tour of cycle, and from one (1) cycle to another within the calendar year, the fiscal year, or the said twelve-month (12-month) period, shall not subject the City to additional overtime compensation, except as otherwise provided in Subsection J above.

SECTION 18.3 The practice of trading time or exchanging shifts shall be deemed to have no effect on the calculation of any employee's hours of work if each and all of the following criteria are met:

A. The exchange of shift or trading of time is done voluntarily by the employees participating in the program and is not done at the behest of the City;

B. The reason for the trade or shift exchange is due, not to the City's business operations, but only to the employees' desire to attend to a personal matter;

C. A record is maintained by the City of all time traded and shifts exchanged by the employees;

D. The period during which the time is traded or shift is exchanged and repaid does not exceed twelve (12) consecutive months.

SECTION 18.4 Any disapproval of a time trade or shift exchange shall be subject to the Grievance Procedure.

SECTION 18.5 Any employee participating in a trading of time or a shift exchange contrary to the procedure specified in this Article shall be subject to disciplinary action.

ARTICLE 19
OFF-DUTY TRAINING SESSIONS AND MEETINGS

SECTION 19.1 If an employee is required by the Employer to attend a training session or other meeting during his off-duty hours, all time spent by the employee in attendance at such training session or meeting shall be calculated as hours worked for the purpose of computing the employee's entitlement to overtime compensation during the period in which he attends such training session or meeting.

SECTION 19.2 If an employee requests, and at the Employer's discretion is granted, permission to attend an elective training session or other meeting during his off-duty hours, all time spent by the employee in attendance at such training session or meeting shall be calculated as hours worked for the purpose of computing the employee's entitlement to overtime compensation during the work period in which he attends such training session or meeting.

ARTICLE 20
COST OF TRAINING

SECTION 20.1 If the Employer requires an employee to obtain or undergo training, the Employer shall be responsible for payment of those costs and expenses pertaining to fees, books, related materials, tuition, lodging, meals, and mileage, which are necessarily incidental to such training.

SECTION 20.2 If an employee requests, and in the discretion of the Employer is granted, permission to obtain or undergo further and additional training, the employer shall be responsible for payment of those costs and expenses pertaining to fees, books, related materials, tuition, lodging, meals, and mileage, which are necessarily incidental to such training.

SECTION 20.3 If a meal(s) is included as part of the registration fee for the activity being attended, there will be no reimbursement for additional meal/food expenses.

SECTION 20.4 The employer's obligation to pay the costs and expenses of such additional training shall be subject to the following conditions:

A. The employer shall pay one hundred percent (100%) of such costs and expenses, if the employee successfully completes such training;

B. The employer shall not pay any part of such costs and expenses if the employee willfully fails to complete such additional training;

C. If the employee willfully fails to complete such additional training, the employee shall reimburse the Employer for all costs incurred and paid by the Employer in connection with such additional training.

ARTICLE 21
COURT TIME

SECTION 21.1 Employees shall suffer no loss in pay for regularly scheduled working hours on any day when they are required to appear for jury duty by any court of the United States, the State of Ohio, or any political subdivision thereof.

SECTION 21.2 An employee who is required to appear in court for reasons outside the scope of his employment shall be allowed to use accrued but unused vacation time or personal business leave.

SECTION 21.3 All compensation received by an employee for services as a juror or witness shall be remitted by the employee to the Employer unless such service is performed during the employee's off-duty hours.

ARTICLE 22
TEMPORARY MILITARY TRAINING LEAVE

SECTION 22.1 An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to leaves of absence from his respective duties for such time as he is in such required military service on field training or active duty for up to a maximum of one hundred seventy-six (176) scheduled working hours per calendar year. Such leave shall be granted without loss of pay or benefits as would normally be provided.

SECTION 22.2 The language in Sections 22.2 through 22.6 shall serve to establish the methodology by which military pay reimbursement will be handled by the City when unionized Fire personnel are required to attend military training and/or other military requirements whether in an active duty status or inactive duty status beyond the 176 annual hours outlined above.

SECTION 22.3 When unionized Fire personnel are required to fulfill military obligations on a regularly scheduled workday the City will calculate the amount of military leave reimbursement based solely on the daily Basic Pay that the military pays that employee. For purpose of clarification, the entire Basic Pay will be divided by the total number of days of military duty in order to calculate the daily rate. The employee shall then reimburse to the City the amount equal to the daily rate times the number of fire duty days absent.

SECTION 22.4 Additionally, if an employee takes military leave in less than 24 consecutive hours for the purpose of traveling to or from military duty, then the reimbursement shall be calculated by dividing the military's daily rate for Basic Pay by 24-hours. The resulting "hourly" rate will then be multiplied by the total number of hours used in order to travel to the required location or to return home on a regular workday. The resulting hourly rate shall be multiplied by the total number of military leave hours used.

SECTION 22.5 If the employee takes less than 24 consecutive hours of military leave the reimbursement shall be calculated by dividing the military daily rate for Basic Pay by 24 hours.

SECTION 22.6 The employee must, within ninety (90) days of the completion of his/her military leave, provide documentation to the Finance Director that verifies the military income earned. The preferred documentation is a Leave and Earning Statement (LES). If an LES cannot be obtained, then the deduction shall be made based on the employee's military pay grade and time in service according to the government's current pay chart.

ARTICLE 23
SICK LEAVE

SECTION 23.1 Each employee covered under this Agreement shall be entitled for each completed one hundred four (104) regular straight-time hours of service to sick leave of 5.98 hours. An employee may use accumulated, but unused, sick leave upon proper approval of the Fire Chief, for absence due to personal illness, injury, pregnancy, exposure to contagious diseases which could be communicated to other employees, for any leave designated as Family and Medical Leave, and to illness, injury, or death in the employee's immediate family. However, the minimum time of request and approval shall not be less than one (1) hour and cannot be granted in less than hourly increments.

SECTION 23.2 As used herein, "immediate family" includes husbands, wives, children, parents, grandchildren, grand-parents, brothers, sisters, mothers-in-law, fathers-in-law and persons acting, or who have acted in loco parentis to the employee. The term "children," as used in this Article, shall include foster children residing in the employee's household at the time of the illness, natural children, adopted children, and step-children.

SECTION 23.3 The authority to use sick leave due to death in the employee's immediate family, as defined in Section 23.2, is in addition to the funeral/bereavement leave provided elsewhere in this Agreement.

SECTION 23.4 The Chief shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. Statements, after being approved by the Chief, the Safety Director and the Personnel Director, shall be maintained by the employer for at least one (1) year. If medical attention is required, a certificate from a licensed physician stating the nature of the illness and the employees' ability to return to work shall be required before the employee may return to work. A physician's statement may also be required at the discretion of the Personnel Director for any requested sick leave in the following cases: a) repeated one or two day absences, and b) multiple absences on a single day. Falsification of either a written signed statement or a physician's certification shall be grounds for disciplinary action, including dismissal.

SECTION 23.5 Sick leave shall be counted as hours worked for the purpose of computing overtime.

ARTICLE 24
LEAVE OF ABSENCE WITHOUT PAY
(FOR NON-MEDICAL REASONS)

SECTION 24.1 This category of leave shall be requested only by employees who have or will have insufficient or no accumulated vacation or personal time remaining for the contemplated absence. Requests shall be submitted through the division/department head to the Personnel Director at least 30 calendar days prior to the first day of the requested absence. Requests must include the specific reason for the leave. Supervisors are under no obligation to recommend approval of this type of leave. As with all types of leave requests, supervisors should make their recommendations consistent with duty requirements, availability of employees, and individual merits of the particular case. Final approval for such leave shall be made by the Municipal Administrator. If approved, the leave shall be considered as authorized leave as it relates to the Seniority Article.

SECTION 24.2 Employees may request up to 30 calendar days of leave without pay. While in such status, employees shall not accrue vacation or sick leave hours and shall be required to pay the full insurance premiums in order to retain full insurance coverage.

SECTION 24.3 Under no circumstance shall any employee who takes unauthorized time off be approved for leaves of absence-without-pay. Such absences shall subject the employee to the disciplinary process.

ARTICLE 25
INJURY LEAVE

SECTION 25.1 In the event a covered employee is absent due to an injury or illness incurred on duty under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the state of Ohio, the employee shall be carried on the payroll of the City for the period of disability provided the extent of the injury or disability prevents such person from performing those duties as may be assigned and provided further. Such period shall not exceed three (3) months.

SECTION 25.2 In order to be eligible, the employee must submit to his/her division head a completed City accident form and a written statement from the attending physician or medical authority which:

(1) Verifies the disability;
(2) Indicates the cause of the injury;
(3) Indicates that the employee is unable to perform the assigned duties; and
(4) States the employee's expected date of return-to-duty.

SECTION 25.3 In the event the Bureau of Workers' Compensation should deny the claim as not being sustained in the course of arising out of employment, disability pay charged to injury leave shall be charged to sick leave or another form of accrued but unused leave. Furthermore, whenever an employee has accumulated but unused leave time, that time shall be substituted for and counted against the employee's 12-week Family Medical Leave entitlement for that calendar year. Any paid vacation, sick leave, or personal business leave taken shall be applied against any FMLA leave entitlement.

SECTION 25.4 Furthermore when an employee is on an approved "Injury Leave," whether in a paid or unpaid status, the leave shall be counted concurrently towards both "Family Medical Leave " and " Injury Leave."

SECTION 25.5 If an employee returns to work prior to the expiration of the original three (3) months specified in Section 25.1 and then is disabled at a later date due to the same injury (same Workers' Compensation Claim Number), the employee may use the unused portion of the three (3) months until such injury leave is exhausted. If the injury is different (different Workers' Compensation Claim Number) the three (3) month period will begin again.

SECTION 25.6 At the City's discretion an employee, who is on an approved injury leave, as set forth in Section 25.1 above, may be required to work or be assigned other duties or limited (light) duty during the period of disability at the employee's regular rate of compensation provided there is medical evidence that proves that the employee is capable of performing the duties assigned. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the functions of the job assigned, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the functions of the job shall be binding on the City, the Union, and the employee.

SECTION 25.7 Employees who are injured while on duty, must as a condition of receiving injury leave, complete the appropriate paperwork for Workers' Compensation benefits according to applicable law. Employees must also complete, if applicable, wage agreements and medical releases. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City.

The employee must submit any and all temporary total compensation benefits to the City that the employee receives from the Bureau of Workers' Compensation for the period of time that the employee is receiving wages from the City for Injury Leave or any sick or other form of leave that employee elects to use as a result of the injury.

SECTION 25.8 An employee who has exhausted paid Injury Leave, as provided in this Article, may extend his/her leave for not more than one year. During the one year extension the employee must use his/her accrued but unused sick, vacation, and/or personal business leave in order to remain in a paid status. After the leave time has run out, then the employee may finish his/her leave in an unpaid status. Any compensation received from the Bureau of Workers' Compensation must be signed over to the City during the period of time that the employee is being paid by the City. Any sick, vacation, or personal business leave time used will be restored to the employee when the employee has returned to duty or his/her employment ceases, or the Bureau of Workers' Compensation/Industrial Commission determines the employee has reached maximum medical improvement/permanency.

If the employee continues his/her leave in an unpaid status, the employee would have the opportunity to accept any payments made by the Bureau of Workers' Compensation for his/her lost time during the period of time that the employee was not receiving wages from the City. While in such status the employee would no longer accrue any additional leave time.

SECTION 25.9 After the one year leave extension, as provided in Section 25.8, has expired, the employee must either return to duty or his/her employment may be terminated.

ARTICLE 26
FUNERAL/BEREAVEMENT LEAVE

SECTION 26.1 Employees covered under this Agreement shall be entitled to twenty-four (24) hours of Funeral/ Bereavement pay per payroll year for the purpose of arranging for or attending the funeral or attending to estate matters of a member of the employee's immediate family. As used in the Article, "immediate family" shall include husbands, wives, children, parents, grandchildren, grandparents, great-grandparents, brothers, sisters, aunts, uncles. nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, and persons acting, or who have acted, in loco parentis to the employee. The term "children", as used in this Article, shall include foster children residing in the employee's household at the time of the death, natural children, adopted children, and step-children. Employees shall be given an additional twenty-four (24) hours Funeral/Bereavement leave per payroll year for the above purposes if the employee's spouse, child, brother. sister, mother, or father passes away and an additional twenty-four (24) hours for each additional death of said family member.

SECTION 26.2 Funeral/Bereavement leave may only be used for the purpose intended and the minimum time of request and approval shall not be less than one (1) hour. Such leave shall not be granted in less than one hour (1-hour) increments.

SECTION 26.3 Funeral/Bereavement leave shall be counted as hours worked when computing entitlement to overtime. Funeral Bereavement leave shall be counted as hours worked for the purpose of computing entitlement to holiday pay.

ARTICLE 27
UNION LEAVE

SECTION 27.1 The Union President or his designee may, at the discretion of the Department head or his designee, be granted time off without pay for the purpose of attending union conventions or other similar union functions. Such time off will not affect accumulated sick leave, vacation leave, overtime pay computations, or seniority anniversary dates. Nor will it constitute a break in service for computing service credits for civil service examinations.

ARTICLE 28
VACATION

SECTION 28.1 All employees covered by this Agreement who work a fifty-two (52) hour week shall accumulate and be entitled to annual vacation leave according to the number of years of service and in accordance with the following schedule which became effective December 15, 2008:

Length of Service	Annual	Accrual Rate Per Pay Period	Maximum Accrual
Probationary Accrual	48 hours	1.85 hrs	48 hours
At the end of 1 year	200 hrs		
1 to 7 years	279 hrs	10.75 hrs	312 hrs
8 to 14 years	331 hrs	12.75 hrs	468 hrs
15 to 24 years	383 hrs	14.75 hrs	624 hrs
25 years & over	435 hrs	16.75 hrs	780 hrs

SECTION 28.2 No employee shall be entitled to use or be paid for any vacation until he/she has completed his/her first full year of service, except for the probationary accrual established in the chart above. Probationary accrual commenced December 15, 2008.

SECTION 28.3 Each full-time employee of the Fire Division covered by this Agreement shall, upon completion of his first full year of service with the City, be credited with 200 hours accrued vacation or any greater vacation leave to which he is entitled as a result of his prior public service. Prior public service shall mean any service with the Fire Division, the City, or any other political subdivision of the State of Ohio.

SECTION 28.4 Vacations will be scheduled in accordance with the scheduling and workload requirements of the Fire Division. For this reason, the Chief may require vacation requests to be made by March 1 of each year. The requests shall be for the period March 1st of the current year through the last day of February of the subsequent year. Vacation requests received after the March 1 date will be granted, based upon workload and scheduling requirement and shall be determined by the first submitted request. If two or more employees submit their requests on the same day, the determining factor will be seniority and/or rank, where applicable.

SECTION 28.5 The parties recognize that the Chief has the authority to determine the number of employees that may be on vacation leave at any given time; however, vacation leaves will be granted at times most desired by employees provided the workload and schedule are not adversely affected.

SECTION 28.6 Employees scheduling vacations after March 1, or wishing to change their scheduled vacation, shall use the following procedures:

A. For scheduling one (1) or more hours of vacation, an employee shall make a request to the Chief at least one (1) shift day in advance;

B. If an emergency arises and such advance notice cannot be given, the employee shall contact the Chief or his designee with the request as soon as possible.

C. For scheduling vacation on the same day vacation is to be used, the following policy shall apply:

   1. Employee must be on station, in uniform and prepared for duty by 0700 hours.

   2. Vacation will be allowed for any hours throughout the day.

3. Minimum amount of vacation allowed for same day notice is three (3) consecutive hours.

4. Vacation shall be granted based on employee rank and/or seniority.

5. Granting vacation shall conform to leave policy established by the Chief, as it pertains to minimum staffing.

6. Vacation can begin at 0700 hours, but employee will lose minutes between 0700 hours and when the vacation is granted.

One (1) shift day in advance shall mean anytime during the employee's regularly scheduled duty day immediately preceding the next regularly scheduled duty day for which the employee is requesting vacation.

D. Emergency Vacation: Annually employees will be permitted to use a maximum of 24 hours of vacation on an emergency/last minute basis. Such utilization shall not require advance approval of the Fire Administration.

SECTION 28.7 An employee who has been notified that he must take vacation or lose vacation credits will be given first consideration. An employee who will lose vacation credits due to a denial of a request to take vacation will be paid his normal straight-time rate in lieu thereof.

SECTION 28.8 No vacation shall be taken unless it has been approved by the Chief, or his designee. No employee shall be required to take less than twenty-four (24) hours of vacation at any one time.

SECTION 28.9 Generally, vacation leave shall be taken between the year in which it was accrued and the employee's next anniversary date of employment. However, employees may accumulate vacation from year to year so long as such vacation accrual does not exceed the maximum accrual provided in the above schedule. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which exceeds the maximum accrual provided in the above schedules and such excess vacation leave shall be removed from the employee's vacation leave balance.

SECTION 28.10 The Chief or his designee shall have the right to deny vacation requests if, in the exercise of their judgment or discretion, workload or scheduling requirements so mandate.

ARTICLE 29
MAINTENANCE OF SICK LEAVE AND VACATION RECORDS

SECTION 29.1 A permanent record of sick leave accumulated and sick leave used shall be maintained by the employer for all employees covered under this agreement.

SECTION 29.2 A permanent record of vacation information, including years of service for vacation and hours accumulated and used, shall be maintained by the employer for all employees covered under this agreement.

SECTION 29.3 All other records of leave provided for in this agreement shall be maintained by the employer for employees covered under this agreement.

SECTION 29.4 The Fire Chief shall forward necessary and accurate information relative to leave requests to the payroll clerk by the time payroll is processed on a bi-weekly basis.

ARTICLE 30
RESERVED

ARTICLE 31
HOURS OF WORK

SECTION 31.1 For bargaining unit employees, the normal work period shall be twenty-six (26) days. Employees shall normally be scheduled to be on duty for twenty-four (24) consecutive hours followed by forty-eight (48) hours off duty. Each work day shall begin at 7:00 a.m. and end at 7:00 a.m. on the following day, with three (3) crews rotating twenty-four (24) hours on duty. The Chief has the authority to schedule twenty-four (24) hour periods off to achieve not more than one hundred ninety two (192) hours in a twenty-six (26) day work period. These days off will not result in a reduction in the employee's base rate of pay or base annual salary. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or week, or of days of work per week. However, such schedule changes shall not result in a reduction of the employee's base annual salary.

SECTION 31.2 When a bargaining unit employee is specifically required by the Fire Chief or other administrative authority to work in excess of 192 hours in a 26-day work period, he shall be eligible for overtime pay. Vacation shall be considered hours worked in computing entitlement to overtime.

SECTION 31.3 There shall be no pyramiding of overtime or premium pay for the same hours worked.

ARTICLE 32
OVERTIME RATE

SECTION 32.1 Overtime pay shall be paid at the rate equal to one and one-half (1 1/2) times the employee's regular hourly rate. The calculation of the overtime rate shall be in accordance with federal law.

ARTICLE 33
VOLUNTARY OVERTIME

SECTION 33.1 Overtime shall normally be voluntary except in situations wherein the Fire Chief or his designee deems it necessary to require mandatory overtime to meet the operational needs of the department.

SECTION 33.2 In the event that it becomes necessary to mandate overtime, it shall be assigned on the basis of reverse seniority, so that the first person assigned has the least seniority. Once that person has been assigned the mandatory overtime, his name shall be placed last on the list.

ARTICLE 34
HOLD-OVER PAY

SECTION 34.1 Hold-over pay is defined as payment for an assignment which requires an employee to continue his duties immediately following his regular shift but shall not apply to an employee accepting an overtime assignment to cover part or all of another shift due to the absence of another employee.

SECTION 34.2 Hold-over pay shall be paid at the same rate specified in Article 32. An employee held over shall be compensated in minimum of one-half (1/2) hour increments for the first hour of hold-over time. After the initial hour of hold-over time, additional time will be paid in one hour increments at the overtime rate. (Example: Employee held over 20 minutes shall be compensated for 30 minutes at overtime rate. Employee held over for 45 minutes shall be compensated for 60 minutes at overtime rate. Employee held over for 1 hour and twenty minutes shall be compensated for 2 hours at the overtime rate.)

ARTICLE 35
CALL-IN PAY

SECTION 35.1 Call-in pay is defined as payment for work assigned and performed by an employee at a time disconnected from his normal and pre-scheduled hours of work due to an emergency. Call-in pay shall not be applicable to an employee accepting an assignment to cover part or all of another employee's shift due to the absence of the other employee.

SECTION 35.2 Call in pay shall be paid at the same rate specified in Article 32. An employee called in shall be compensated for a minimum of one (1) hour for the first hour and in half (1/2) hour increments thereafter. (Example: Employee works 30 minutes, he is compensated for one (1) hour at the overtime rate; employee works 1 hour and 15 minutes, he is compensated for 1 and 1/2 hours at the overtime rate.)

ARTICLE 36
HOLIDAY PAY

SECTION 36.1 Holidays or days set apart for their observance shall be:

A. New Year's Day (January 1)
B. Martin Luther King Day (3rd Monday in January)
C. President's Day (3rd Monday in February)
D. Memorial Day (May 30)
E. Independence Day (July 4)
F. Labor Day (1st Monday in September)
G. Columbus Day (October 12)
H. Veteran's Day (November 11)
I. Thanksgiving Day (Fourth Thursday in November)
J. Christmas Day (December 25)

SECTION 36.2 On each of the holidays listed in Section 36.1 above, all Fire Division employees included within the scope of this agreement shall be paid 10.4 hours of holiday pay whether they are scheduled to work or not.

SECTION 36.3 The hours of holiday pay credited in Section 36.2 above shall be counted as hours worked in computing entitlement to overtime pay.

SECTION 36.4 Employees of the Fire Division who are required to work any portion of the holidays listed in Section 36.1 of this article shall be paid two (2) times the hourly rate for actual holiday hours worked and these hours shall be included in the total hours worked in computing overtime. Remaining hours worked during a shift that are not actual holiday hours will be paid at the employee's regular rate of pay.

SECTION 36.5 Firefighters and Fire Lieutenants shall be paid holiday pay for the actual date on which the holiday occurs.

SECTION 36.6 The City will maintain its right to determine the number of personnel who will be scheduled to work on the holiday.

SECTION 36.7 In order to more evenly divide the responsibility of manning the Fire Division on all holidays, every February 29th shall be worked in the following manner:

A. The shift scheduled to work February 28th shall remain on duty for the first eight (8) hours of February 29th. These hours shall be 0700 -1500.

B. The shift scheduled to work February 27th shall return to duty on the second eight hours of February 29th. These hours shall be 1500 - 2300.

C. The shift scheduled to work February 26th shall return to duty on the third eight (8) hours of February 29th. These hours shall be 2300 hours of February 29th to 0700 hours of March 1. This shift shall remain on duty for the following 24 hours of duty, after which the alphabetical rotation of the shifts will continue.

ARTICLE 37
WAGES

SECTION 37.1 The following salary schedule is effective May 1, 2011. Where years of service are required to determine the wage, length of service will be based upon the employee's most recent date of hire. Employees eligible for step pay adjustments will receive step pay adjustments upon the contract anniversary dates of May 1, 2011; May 1, 2012; and May 1, 2013, even though they may not have served a complete year in their current step.

Effective May 1, 2011

For Firefighter Classes: Generally, numbers one through five listed below refer to years of service.

	Firefighter/EMT (FFE)	Firefighter/EMT-I (FFI)	Firefighter/Paramedic (FFP)
Probationary	$14.99	$15.08	$15.51
Step 1	$15.94	$16.03	$16.49
Step 2	$16.90	$17.00	$17.49
Step 3	$18.16	$18.26	$18.79
Step 4	$18.72	$18.83	$19.37
Step 5	$20.36	$20.48	$21.07
After Six (6) Years	$20.98	$21.10	$21.71
After Fourteen (14) Years	$21.34	$21.47	$22.09

Fire Lieutenant:

Step 1 (Base Fire Lt Rate)	$22.28
After Six (6) Years	$22.65
After Fourteen (14) Years	$23.02

SECTION 37.2 Firefighter/EMTs, Firefighter/Intermediates, and Firefighter/Paramedics hired after May 1, 2011, will be placed at the appropriate probationary step of the pay range, dependent upon their certifications. The Mayor or his designee shall have the sole authority to classify and assign a new Firefighter to job classification and to a pay grade. New appointees to the Fire Division in the rank of Firefighter/EMT, Firefighter/EMT-Intermediate, and Firefighter/Paramedic, shall serve in a one-year probationary period, regardless of his/her placement in the pay steps. A probationary appointee's continued employment is governed soley by the rules of the Civil Service Commission and the Ohio Revised Code. Employees classified as Firefighter/EMT-Is and Firefighter/Paramedics must maintain valid licenses and will be required to use them.

SECTION 37.3 A 1.25% base rate adjustment was negotiated for those personnel not eligible for a step pay adjustment in 2011. Said 1.25% rate increase was effective May 1, 2011. The after six (6) year and after fourteen (14) year rates for all positions were adjusted to reflect this rate increase. Additionally, the Step 1 (Base Fire Lt Rate) was also adjusted by 1.25% to reflect this increase. Furthermore, if non-

bargaining personnel receive a base pay adjustment of more than 1.25% in 2011, then the Fire personnel, who are not eligible for a step adjustment in 2011, will receive an additional amount to equal the percent increase received by the non-bargaining personnel. However, if non-bargaining personnel receive a lump sum payment in 2011, then Fire personnel will not receive any additional pay adjustment.

SECTION 37.4 During years two and three of the contract, wage increases will be 0% and 0% for those personnel not eligible to receive step pay adjustments. No across the board wage adjustments will occur. However, if non-bargaining personnel receive a pay increase in 2012 or 2013, then those Fire personnel who are at the top step of the pay scales (or not eligible for a step increase on the contract anniversary date, as specified above) will receive an equal amount during that same year. Fire personnel, who are progressing through the step system during 2012 and 2013, will receive only the established step increase(s) effective upon the contract anniversary dates of May 1. 2012; and May 1, 2013, whichever is/are applicable.

ARTICLE 38
LIGHT DUTY
(Non-duty Related Illness or Injury)

SECTION 38.1 When an employee becomes physically incapacitated (due to a non-duty related injury or illness) for the performance of normal duties of his/her position as determined by the appropriate medical authority, the employee should first use accumulated but unused sick or other forms of accrued leave. In accordance with Article 47, "Family and Medical Leave," leave taken for this purpose shall count toward an eligible employee's annual entitlement to 12-weeks of Family and Medical Leave. Eligibility for Family and Medical Leave is defined in Article 47 of this contract.

SECTION 38.2 If the employee is unable to perform his/her normal duties, as determined by a medical authority, the employee may be temporarily placed into a position which is less strenuous, if one is available, for a period of time not to exceed three (3) months. Depending upon the facts in each individual case, the Municipal Administrator may extend the temporary light duty opportunity for not more than three (3) additional months. Employees are required to request consideration for a light-duty work assignment themselves. In order to be considered for a light-duty assignment employees will be required to sign a medical release so that the City may contact the employee's physician(s) about the type of work duties that the employee may perform.

SECTION 38.3 The Fire Chief or his designee shall decide on a case-by-case basis if there are light duty work assignments available that fall within the restrictions that the employee has been placed under by his/her physician(s). The distribution of light duty assignments and/or refusal to establish a light duty assignment is solely the decision of the Fire Chief or his designee, and such decisions shall not be grievable.

SECTION 38.4 If no light duty assignments are available then the employee must remain off work pursuant to a release from his/her physician(s) that he/she can perform his/her full duties or until such time as a light duty assignment occurs which meets the physical restrictions/limitations of that employee. During this period of time the employee will have to use other accrued leave time, such as vacation and personal business, in order to remain in a paid status.

SECTION 38.5 Light duty assignments for work-related illnesses and injuries shall take precedence over non-duty related illnesses and injuries. An employee, who is working in a light duty capacity because of a non-work related illness or injury, may be displaced from that light duty assignment if the City needs to place another employee, who has a valid work-related illness or injury, into a light duty/transitional work assignment.

SECTION 38.6 Prior to any employee being temporarily placed into a light duty because of an off-duty injury or illness, the employee must provide to the City both a release signed by his/her physician(s) that the light duty assignment meets the requirements of the physical restrictions that the doctor has placed on the employee and a specific listing of the physical restrictions under which the employee is released to work. The purpose of the physician's release and physical restrictions listing is to ascertain if the employee is physically capable of performing the duties required of the light duty position. While working in a light duty capacity the employee must provide to the City every two weeks an updated release from his/her physician(s) establishing the current physical restrictions under which the employee is released to work.

SECTION 38.7 If at the end of the temporary reclassification to a less strenuous position and/or complete exhaustion of all accumulated leave time and/or Family Medical Leave the employee is still unable to perform the normal duties of his/her position, an extension of the temporary reclassification will not be granted and employment with the City may be terminated.

ARTICLE 39
SEVERANCE PAY

SECTION 39.1 The following shall apply to bargaining unit employees in the event of an employee's death, retirement (including disability retirement), or resignation:

A. Employees, who were hired by the City prior to May 1, 2011 and who retire from the City of Bowling Green, shall be entitled to receive 25% of their accrued but unused sick leave. Retirement means that the individual would be qualified for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund at the time of their separation from service with the City of Bowling Green.

B. Employees, who were hired by the City of Bowling Green on or after May 1, 2011, will be eligible to receive a payout of unused sick leave at retirement of 25% with a maximum of 240 hours. Retirement means that the individual would be qualified for immediate receipt of retirement benefits from the Ohio Police and Fire Pension Fund at the time of their separation from service with the City of Bowling Green.

C. Any employee killed in the line of duty shall have 50% of his accumulated but unused sick leave paid to his designated survivor(s) or to his estate.

D. Upon an employee's death other than in the line of duty, an employee's designated survivor(s) or estate shall be entitled to payment for 25% of the employee's accumulated but unused sick leave.

E. An employee shall receive 100% of his accumulated but unused vacation.

SECTION 39.2 The above amounts, at the City's option, may be paid out in installments as outlined below:

A. If the employee is entitled to receive payment for 240 hours or less, it shall be paid within thirty (30) days following verification of any of the above occurrences.

B. If the employee is entitled to receive payment for 241 to 750 hours, the payment may be made in two (2) equal annual installments.

C. If the employee is entitled to receive payment for more than 750 hours, the payment may be made in three (3) equal annual installments.

SECTION 39.3 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. The payment shall be based on the employee's straight-time hourly rate of pay in effect at the time of retirement and shall be made only once to any one employee.

SECTION 39.4 As used in this Agreement, "retirement" means that an employee would be eligible for immediate receipt of disability or service retirement benefits from the Ohio Police and Fire Pension Fund at the time of his/her separation from the service of the City of Bowling Green.

ARTICLE 40
UNIFORM/CLOTHING ALLOWANCE

SECTION 40.1 The City shall provide each firefighter six (6) Nomex uniforms, 1 jacket, 6 short sleeve shirts, 6 long sleeve shirts, and 6 trousers. In each year of this agreement the City will replace worn or broken items of clothing or equipment, if need is demonstrated, including the following list:

Pair of Gloves, 2 each
Vest - Cold Weather, 1 each
Ties - Black, 2 each
Fur Trooper Cap, 1 each
Crew Socks - Black, 12 pairs
Stocking Cap, 1 each
Coveralls, Summer, 1 each
T-shirts, not less than 5
Cardigan Sweater, 1 each
Protector Coat, 1 each
Belts - Black Leather, 2 each
Uniform Hat, 1 each
Shoes/Boots - Black, 2 each
Coveralls, Winter, 1 each
Zippered, Hooded Sweatshirt, Dark Blue, 1 each

The cleaning, repairing, alterations, and laundering of such uniforms, (which shall not include socks and t-shirts) shall be provided and paid for by the Employer. An initial issue of appropriate uniforms shall be provided by the Employer to each employee of the Fire Division upon their initial employment.

SECTION 40.2 The Employer shall be responsible for furnishing and paying for all required Firefighting and Emergency Medical clothing and equipment required for the performance of the employee's duties.

ARTICLE 41
LIFE INSURANCE

SECTION 41.1 The Employer shall provide group life insurance coverage for all regular full-time employees in the amount of $25,000.00. In the case of accidental death, the coverage shall be in the amount of $50,000.00 There shall be no contribution by an employee for this coverage.

ARTICLE 42
COMPREHENSIVE MEDICAL COVERAGE AND DENTAL COVERAGE

SECTION 42.1 The City shall provide comprehensive group medical coverage to each full-time covered employee with a minimum lifetime maximum of $2,000,000.00 per participant.

SECTION 42.2 The City shall provide single dental insurance and shall make available family coverage. The employee shall pay the additional cost for dependent dental coverage.

SECTION 42.3 Effective calendar year 2005 employees shall pay ten percent (10%) of the City's total monthly premium cost for medical and single dental insurance.

SECTION 42.4 The Union recognizes the right of the City in its discretion to change insurance carriers and to modify coverages and benefits. Prior to any modification of benefits or coverage or change to insurance carrier, the City agrees to meet and discuss same with the Union. Any such change or modification shall go into effect concurrently with non-bargaining City employees.

ARTICLE 43
JOB VACANCIES AND PROMOTIONS

SECTION 43.1 Vacancies within the ranks of the Fire Division shall be considered to exist whenever a payroll check is no longer issued to a bargaining unit member. If a promotion list is in effect at the time a vacancy occurs, said promotion shall be filled from the existing list and the promotion shall become effective upon appropriate funding.

SECTION 43.2 The process for promotion to the position of Lieutenant shall be in accordance with the rules of the Bowling Green Civil Service Commission. Such rules include but are not limited to establishing eligibility criteria for promotion to Lieutenant, such as number of years in grade as a Firefighter; testing; certifying lists, etc. In accordance with this agreement any changes to the Civil Service rules referencing promotions to Lieutenant shall be provided to the Union for the required review period.

SECTION 43.3 It is understood that it is the Mayor's discretion as to whether to convene an interview panel or to interview candidates.

SECTION 43.4 It is agreed that the written examination for promotion to Fire Lieutenant shall be administered prior to the physical agility test, if one is required. Only employees who pass the written examination will be eligible to take the physical agility portion of the promotion examination for Fire Lieutenant.

SECTION 43.5 It is agreed that the Fire Chief will work to develop a library of books within the Fire Division in order that staff has access to books used for promotion testing. The books used to stock the library will be those previously purchased for promotional examinations. Additional books may also be obtained. The books in the library may be borrowed and used by employees, but they do not belong to employees and may not be marked in or otherwise damaged. If an employee elects to write-in or highlight books, then he must purchase his own book(s). If an employee writes in or otherwise damages a book from the Fire Division Library, he shall be required to reimburse the City for the cost for that book.

SECTION 43.6 Employees, who sign up to take a promotional examination, but who fail to show-up and take the examination, will be required to reimburse the City for any expenses incurred relating to his taking the examination. This includes but is not limited to test fees and/or the purchase of books.

ARTICLE 44
MALPRACTICE AND LIABILITY INSURANCE

SECTION 44.1 The City shall continue to provide for the duration of this Agreement current malpractice and liability insurance coverage as in effect at the time this Agreement is signed. The City shall pay the cost for such insurance coverage and shall retain rights for determining the method or means of providing such coverage or for selecting the insurance carrier.

ARTICLE 45
CONFORMITY TO LAW

SECTION 45.1 This Agreement supersedes and replaces all pertinent statutes, civil service rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment and all previous provisions, ordinances, or procedures relating to matters addressed in this Agreement are replaced by the provisions contained herein.

If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable by law, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The invalidation of any provision(s) of this Agreement by reason of any existing or future law shall not affect the validity of the surviving provisions.

ARTICLE 46
DURATION

SECTION 46.1 This Agreement shall be effective May 1 2011, and shall remain in full force and effect until 12:00 midnight April 30, 2014.

SECTION 46.2 If either party desires to modify or amend this Agreement, it shall notify the other in writing 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 of intent shall be given by certified mail, with return receipt requested.

SECTION 46.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right. and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 47
FAMILY AND MEDICAL LEAVE

SECTION 47.1 The Union agrees to the requirements as contained in the City's Family and Medical Leave Policy, as detailed in the City of Bowling Green's Administrative Instruction No. 33.

ARTICLE 48
MEDICAL LEAVES OF ABSENCE WITHOUT PAY

SECTION 48.1 If an employee remains sick, injured or hospitalized, or in a state of recovery therefrom after all accrued but unused leave time and Family Medical Leave due such employee is exhausted, the employee may be granted a medical leave of absence without pay for a non-duty related personal injury or illness. Leaves of absence for medical reasons may be granted by the Municipal Administrator for a period not to exceed six (6) months depending upon the specific facts of the case. Extension beyond six (6) months will require the Mayor's personal approval.

SECTION 48.2 Employees or their designees are responsible for submitting written, signed, and dated requests for medical leaves of absence without pay to the Municipal Administrator and/or Mayor. Barring extenuating circumstances, which will be reviewed on a case-by-case basis, such requests must be submitted prior to the start to the medical leave of absence without pay.

SECTION 48.3 If a medical leave of absence without pay has been granted by the Municipal Administrator, the City will pay for its portion of any medical or dental insurance premiums falling due within the thirty- (30-) day period following the complete exhaustion of any time due to the employee. After the expiration of that thirty- (30-) day period, the employee may continue to be insured under the City's group medical and/or dental plan during the period of the medical leave of absence without pay provided the employee assumes responsibility for premium payments.

SECTION 48.4 If the employee fails to return to work after the medical leave of absence without pay has been exhausted, his/her employment may be terminated.

ARTICLE 49
INOCULATIONS

SECTION 49.1 Employees of the City who are exposed to increased risks of Hepatitis-B, as result of their duty requirements, may receive at City expense, appropriate inoculations for protection against this disease. This service must be approved by the Personnel Director or his/her designee based on reasonable medical evidence. This service will be performed by a physician hired by the City, by the Wood County Health Department, or by the employee's family physician, if that person is more readily available. The cost of the inoculation will be paid directly by the City to the medical care provider. Inoculations are voluntary and are provided for the protection of City employees.

SECTION 49.2 If an employee suffers a work-related injury, which is approved as a Workers' Compensation claim through the State of Ohio, and he/she requires either a tetanus or typhoid fever shot, and said shots are not authorized for payment through either the Bureau of Workers' Compensation or the City's insurance provider, then the City will pay for those inoculations also.

ARTICLE 50
MEDICAL EXAMINATION

SECTION 50.1 The City may require an employee returning from sick leave or injury leave to submit to a physical examination, pertaining to the injury or illness, by a doctor of the City's choosing at the City's expense when the City reasonably believes that the employee is physically unable to perform assigned duties. In the event that the employee's physician and the doctor chosen by the City are unable to agree that the employee is capable of performing the essential functions of his/her job classification, the two (2) doctors shall select a third doctor to examine the employee. The decision of the third doctor concerning the capability of the employee to perform the essential functions of the job shall be binding on the City, the Union, and the employee.

ARTICLE 51
ADDRESS NOTIFICATION

SECTION 51.1 It shall be the responsibility of each employee to keep the City informed of his/her current address and home telephone number. The City shall rely on this address and/or home telephone number for all notice requirements set forth in this agreement

SECTION 51.2 This Article does not mandate an employee to obtain telephone service.

ARTICLE 52
COMPENSATION WHEN TIME CHANGES

SECTION 52.1 Employees, who are working when the time changes from Eastern Standard Time to Eastern Daylight Time in the spring of each year, (a 23 hour shift), shall be compensated for a 24 hour shift.

SECTION 52.2 Employees, who are working when the time changes from Eastern Daylight Time to Eastern Standard Time in the fall, (a 25 hour shift), shall be paid for a 25 hour shift.

ARTICLE 53
PERSONAL SERVICE RECORDS

SECTION 53.1 Any employee of the Fire Division shall be permitted to review his personal service records (Personnel Records) and may receive a copy of any item(s) in his file at current reproduction cost. The City shall not suffer any loss of the employee's services as result of this activity.

SECTION 53.2 Subject to approval by the State Auditor, and pursuant to Section 149.39 O.R.C., the personal service record of an employee is to be cleared or purged of any offenses upon written request of the employee in accordance with the following schedule:

1. Any reprimand shall be removed (upon the employee's written request) from the record after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action involving a written reprimand during the one-year period.

2. Any suspension of less than thirty (30) days shall be removed (upon the employee's written request) from the record after a period of two (2) years, providing there is no intervening disciplinary action involving suspension during the two-year period.

3. Any suspension of thirty (30) days or more shall be removed (upon the employee's written request) from the record after seven (7) years, providing there is no intervening disciplinary action involving a suspension of thirty (30) days or more during the seven-year period.

ARTICLE 54
REDUCTION IN FORCE

SECTION 54.1 The City agrees that in the event that the possibility of a lay-off exists, or is contemplated, affecting employees of the Fire Division, the City will notify the Union representatives by written notice no later than twenty-one (21) calendar days prior to the first day of the possible lay-off. Such notification shall be for the purpose of establishing discussions between the parties in order to develop mutually acceptable alternatives to prevent or overcome the need for the proposed lay off. Upon request of the Union, the City shall conduct a labor/management conference within said 21 days to discuss proposed lay-offs.

SECTION 54.2 The City and union agree that following the meeting required in Section 54.1, above, the procedures laid out in Section 124.37 of the Ohio Revised Code relating to lay-offs/reduction in workforce for Police and Fire Departments shall be adhered to, if lay offs are required.

ARTICLE 55
INTERNAL REVENUE SERVICE SECTION 125 PLAN

SECTION 55.1 The City will administer an I.R.S. Section 125 Plan to allow a pre-tax deduction of the employee's share of premiums paid for medical and dental insurance or flexible spending accounts. Any administration fees assessed for participation in the medical reimbursement and/or dependent care reimbursement programs shall be paid by the participating employees. To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy (ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the City.

ARTICLE 56
DIRECT DEPOSIT OF PAYROLL

SECTION 56.1 Effective July 1, 2005 all employees must receive their paychecks by direct deposit.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have agreed hereto and have set their hands this 30th day of June, 2011.

IN BEHALF OF THE BOWLING GREEN FIREFIGHTERS ASSOCIATION, LOCAL 2379 IAFF

Scott Main
President

Aaron Baer

Stephen Jennings

IN BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
Municipal Administrator

Barbara Ford
Personnel Director

Brian Bushong
Finance Director

Stephen Meredith
Fire Chief

Memorandum for the Record:

Fire personnel will be permitted to schedule a FED on any open/available day during a FED cycle. No longer must every day in a FED cycle be scheduled for an employee's FED. Not to exceed two (2) FEDs scheduled per 24-hour workday. However, not more than four (4) employees can be scheduled on any one day to take the following leave: pre-approved vacation, FED, personal time, or known/planned sick leave. Previously approved leave, defined above, shall not be affected by unplanned leave. Unplanned leave exceeding ten (10) workdays shall not impact the four (4) leave slots defined above. Unplanned leave less than ten (10) workdays/duty days cannot result in overtime. Leave less than ten (10) workdays shall fill an "open" leave slot (one of the 4 days previously defined), if one is available. Unplanned leave over ten (10) workdays/duty days shall not fill one of the four (4) leave slots, previously defined.

It is further agreed that this process will be reviewed after one year of implementation. A labor/management meeting will be held following the first year of implementation. During the labor/management meeting issues will be discussed as to how the FED scheduling process is working and if changes need to be implemented.

IN BEHALF OF THE BOWLING GREEN FIREFIGHTERS ASSOCIATION, LOCAL 2379 IAFF

Scott Main
President

Aaron Baer

Stephen Jennings

IN BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
Municipal Administrator

Barbara Ford
Personnel Director

Brian Bushong
Finance Director

Stephen Meredith
Fire Chief

June 30, 2011
Date

Letter of Understanding

The parties agree that the City will refrain from a practice of en masse shift transfers every two years. The parties further agree that if the City determines that a shift transfer is necessary, it shall be limited to not more than forty percent (40%) of the Division's staff. Additionally, the parties agree that each member being transferred shall be notified of the date such transfer is to occur and the shift to which the transfer is to be made no less than three months prior to the said transfer.

The parties agree that, subject to the foregoing restrictions, the City retains all rights listed in Article 6 of the contract.

IN BEHALF OF THE BOWLING GREEN FIREFIGHTERS ASSOCIATION, LOCAL 2379 IAFF

Scott Main
President

Aaron Baer

Stephen Jennings

IN BEHALF OF THE CITY OF BOWLING GREEN

John S. Fawcett
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Fire Chief

June 30, 2011
Date