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AGREEMENT
BETWEEN
GREENVILLE TOWNSHIP
AND
IUOE LOCAL 20

EFFECTIVE
January 1, 2022 through December 31, 2023

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PREAMBLE/PURPOSE

This Agreement is entered into by and between the Greenville Township Board of Trustees, hereinafter referred to as the "Employer" and Local No. 20, an affiliate of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the "Union." The Agreement has as its purpose:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the 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.

Whenever the term "employee" is used throughout this Agreement, it shall mean all Bargaining Unit members.

Whenever the term "Employer" is used in this Agreement, it shall mean the Greenville Township Board of Trustees, or Administrator of the Greenville Township Rescue, or their designee(s).

ARTICLE 1 **MANAGEMENT RIGHTS**

Section 1.1 The Employer reserves all the customary rights, privileges or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services rendered; the determination, purpose and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operations.
- B. The right to determine the work schedule, except as modified by express terms of this Agreement and to determine the amount of supervision necessary.
- C. The right to determine the methods, process, means or personnel by which operations are conducted, the right to select, assign and direct the working forces; the right to adopt and enforce reasonable rules and regulations and carry out cost controls and general improvement programs.

D. The right to add new job classifications, change job descriptions and assign job location and job duties.

E. The right to establish or continue policies, practices or procedures for the conduct of the Employer's business and its service to the citizens of Greenville Township, Darke County, Ohio and, from time to time, to change or abolish such practices or procedures.

F. The right to establish training programs.

G. The right to transfer, promote or to layoff.

H. The right to continue, alter, make and enforce reasonable work rules; to suspend, discharge or otherwise discipline employees for just and reasonable cause; and to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business.

Section 1.2 Nothing herein shall be construed to restrict any constitutional, statutory, or legal management rights with respect to matters of general managerial policy. The Employer shall retain the right and the authority to administer its business in addition to other functions and responsibilities, which are not specifically modified by this Agreement. The Employer has and will retain the right and responsibility to direct the operation of its department, to promulgate rules and regulations and otherwise exercise the prerogatives of management, provided that the Union rights set forth in this Agreement, including the use of the grievance procedure shall not be abridged, curtailed or modified by this clause.

ARTICLE 2 **UNION RECOGNITION**

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order in Case No. 92-REP-09-0208 or as subsequently amended.

Section 2.2 Included employees are regular hourly employees of the Employer working in the classification of Emergency Medical Technician, Firefighter/Emergency Medical Technician, Advanced Emergency Medical Technician, Firefighter/Advanced Emergency Medical Technician, Paramedic, Firefighter/ Paramedic who have successfully completed their original probationary period.

Section 2.3 Employees excluded are all management level employees, confidential employees, casual and seasonal employees, professional employees and supervisors as defined in the Act, including: the Administrator; Assistant Administrator; Office Manager; Captain over Education and Training; Trainees; and Volunteers.

Section 2.4 Employees that currently have the title of Lieutenant shall now take the title of Captain. This does not result in a change of pay.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1 Neither the Employer, its agents, agencies, or officials, nor the Union or its agents or officers shall discriminate against any employee on the basis of age, sex, race, color, religion, national origin, disability or ancestry of any person.

Section 3.2 The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 3.3 The Union agrees not to condone interference with the rights of employees to not become members of the Union and the Union shall not condone unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.4 All reference to employees in this Agreement designate both sexes. Whenever the male gender is used, it shall be construed to mean and include male and female employees.

ARTICLE 4
DUES DEDUCTION

Section 4.1 Upon an employee's successful completion of the probationary period, the Employer agrees to deduct union membership dues in accordance with this Article.

Section 4.2 The Employer agrees to deduct regular union membership dues twice per month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form as provided by the Union must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct union membership dues from the payroll check beginning the pay period following the pay period in which the authorization was received by the Employer. Dues deducted under this Section shall be remitted to the Treasurer of the Union promptly following such deductions.

Section 4.3 The Union agrees that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union membership dues and will assume any reasonable costs required by the Employer's accounting service necessary to execute the provisions of this Article. The Union hereby further agrees it will indemnify and hold the Employer harmless of any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Upon remittance of the funds to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4 The Employer shall be relieved from making dues deduction upon an employee's: 1) termination of employment; 2) promotion or transfer to a job other than one covered by the bargaining unit; 3) layoff from work; 4) an unpaid leave of absence; or 5) written revocation of the dues deduction authorization.

Section 4.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union membership dues.

Section 4.6 Those employees within the bargaining unit who do not become members of the Union shall pay to the Union, through deduction from pay as set forth herein, a fair share fee to reimburse the Union for the costs of representation and for no other purpose. The Treasurer of the Union shall certify to the Employer the amount of the fair share fee and that the fee is to reimburse the Union for the costs of providing representation and for no other purpose. Upon such certification by the Union, the Employer shall automatically and without requiring further authorization deduct the amount of the fair share fee from the pay of each employee obligated to pay the fee and remit the fee to the Union in the same manner as dues.

Section 4.7 The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Employer prior to making any changes in individual dues deductions.

ARTICLE 5 **UNION REPRESENTATION**

Section 5.1 The Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform other representational duties, with twenty-four (24) hours advance notice, to the extent the meetings or duties are specifically provided for by this Agreement.

Section 5.2 The Employer will recognize two (2) employees to act as Union stewards for purposes of representation as specifically outlined in this Agreement.

Section 5.3 The writing and investigating of grievances shall be on non-work time or during an employee's personal time during a work shift, provided the employee's work is completed.

Section 5.4 The Union shall provide the Employer an official roster of its local officers, assigned Union representative(s) and Union stewards. Such roster shall be kept current at all times by the Union and shall include the following:

- a. Name;
- b. Union position held;
- c. Phone number and work address of non-employee representative(s).

No employee will be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 5.5 The Union agrees that no representative of the Union, employee or non-employee, will interfere with, interrupt or disrupt the normal work duties of employees.

Section 5.6 The parties agree to meet upon the request of the other at a mutually agreeable time and place to discuss matters which may include the following:

- a. Changes contemplated by the Employer that may affect bargaining unit employees;
- b. Ways to increase productivity and improve effectiveness;
- c. Issues of interest to bargaining unit employees;
- d. Health and safety; and
- e. Matters of contract administration that are not subject to the grievance procedure; or
- f. Other matters that may be of concern to either party.

The party requesting the labor-management meeting shall provide the other party with an agenda in advance of the meeting, specifying the topic(s) to be discussed, including the names of representatives who will be attending.

ARTICLE 6 **WORK RULES**

Section 6.1 The Union acknowledges that the Employer's authority regarding the policies and administration of its employment functions which it shall exercise under the provision of law in filling its responsibilities under this Agreement. Such authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement.

Section 6.2 The Employer agrees that all work rules shall be applied uniformly under similar circumstances with employees.

Section 6.3 All work rules and additions or amendments to the work rules will be reduced to writing, posted in the Read and Sign book and a copy provided to each employee. All employees shall sign an acknowledgement of awareness of the addition or amendment within five (5) working days of the posting. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgement within three (3) working days following the employee's return to work.

Section 6.4 The notification requirements for work rules do not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgement or posting period if there is an urgent need to implement or change a rule for health or safety reasons.

Section 6.5 This Article shall not be interpreted in any manner to relieve an employee of the responsibility to be of conduct which can reasonably be expected of any employee.

Section 6.6 The parties agree to meet to discuss work rules in a labor management meeting upon request of either party.

ARTICLE 7

PROBATIONARY PERIODS

Section 7.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of six (6) months for full-time employees and one thousand forty (1040) work hours for part-time employees. A newly hired probationary employee may be terminated any time during the employee's probationary period and shall have no appeal over such removal.

Section 7.2 A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of four hundred eighty (480) work hours. A newly promoted employee who does not exhibit satisfactory performance may be returned to the employee's former position any time during the probationary period.

Section 7.3 The Employer will conduct at least one (1) performance evaluation half way through a probationary employee's probation and an additional evaluation prior to the end of each employee's probationary period to measure the employee's fitness to continue service in the position.

ARTICLE 8 **DISCIPLINE**

Section 8.1 No employee shall, for disciplinary reasons, be reduced in pay, suspended without pay or discharged except for just cause.

Section 8.2 Except in instances of serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline may include:

- a. Verbal warning;
- b. Written reprimand;
- c. Suspension or demotion; or
- d. Termination.

Section 8.3 An employee will be notified when any notation is made in the employee's personnel file that may lead to disciplinary action. In addition, when the Employer determines that an employee may be reduced in pay, suspended without pay, or terminated for disciplinary reasons, the Employer will notify the employee in writing of the charges against the employee and the nature of the discipline being contemplated.

The employee will have an opportunity to respond orally or in writing to the charges prior to discipline being imposed. The employee may be accompanied by a Union representative to the meeting to make such response.

Section 8.4 Any employee charged with a crime or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. Such employee may use accrued but unused vacation, holiday or other available paid leave.

Any employee found guilty by the court of a serious crime or felony may be summarily discharged. If the employee is found innocent of the charges, the employee shall be paid for lost straight time hours from the date of such discipline and shall have any vacation, holiday and/or other paid leave used restored to the employee's credit.

Section 8.5 Records of oral and written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during the twelve (12) month period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date,

providing there has been no related intervening disciplinary action taken during that time period.

In no event shall any discipline thirty-six (36) months or older have force and effect or be considered in any successive disciplinary matter.

Section 8.6 Disciplinary actions involving a termination or suspension without pay, verbal warnings and written reprimands may be appealed through the grievance procedure; however, verbal warnings and written reprimands shall not be appealable beyond Step 2.

Section 8.7 Each employee may request to inspect the employee's own official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointment. Appointments will be during the regular scheduled work hours of the Administrator.

An employee may have the employee's Union representative accompany the employee during such review. An employee may request a copy of any documents in the employee's file. There shall be no charge for the requested copies.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 9.2 A grievance under this procedure may be brought by any employee included in the bargaining unit. When a group of bargaining unit employees desire to file a grievance regarding a situation affecting more than one employee of the bargaining unit in a similar manner, one employee selected by the group shall process the grievance but each employee desiring to file the grievance shall sign the grievance form.

Section 9.3 All grievances must be processed at the proper step in progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure shall be deemed to have been settled on the basis of the Employer's answer at the last completed step. If the Employer fails to answer a grievance within the prescribed times of this Agreement without requesting an extension of time, the grievance shall automatically be advanced to the next available step.

Section 9.4 The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union.

Section 9.5 Grievances must be submitted to Step 1 of the formal grievance procedure within ten (10) work days of the incident which gave rise to the grievance.

Section 9.6 Written grievances shall contain the following information to be considered:

- A. Aggrieved employee's name and address;
- B. Aggrieved employee's classification;
- C. Date the grievance was first discussed with the Employer;
- D. Date the grievance is filed in writing;
- E. Name of the supervisor with whom the grievance was discussed;
- F. Date and time the incident occurred which gave rise to the grievance;
- G. Where the incident occurred;
- H. Description of the incident;
- I. Articles and sections of the Agreement alleged to have been violated; and
- J. The resolution requested.

Section 9.7 The Union's grievance form provides for the information outlined in this Article. The Union shall bear the responsibility for duplication, distribution and its own accounting system of the grievance forms.

Section 9.8 The following steps shall be followed in processing a grievance:

Informal Step: An employee with a grievance shall make an earnest, honest effort to settle the dispute promptly through an oral discussion between the employee and the Administrator. Any matter which is not resolved through such oral discussion and meets the definition of a grievance as herein defined, may be submitted to Step 1 of the formal grievance procedure in the time allotted by Section 9.5 herein.

Step 1: If the grievance is not settled in the Informal Step, the employee shall submit the grievance in writing to the Administrator. The Administrator shall schedule a meeting between himself, the employee filing the grievance and the employee's Union representative if the employee desires the Union representative's presence. Such meeting shall be scheduled within five (5) work days of receipt of the written grievance by the Administrator. The Administrator shall review the allegations contained in the grievance. The Administrator shall provide a written response to the employee within five (5) work days following the meeting.

Step 2: If the grievance is not settled in Step 1, the employee shall submit the written grievance to the Board of Trustees within five (5) work days of receipt of the Administrator's response. The Board shall schedule a meeting with the employee filing the grievance and the employee's Union representative, if the employee desires the Union representative's presence. Such meeting shall be scheduled within fifteen (15) work days of receipt of the written grievance by the Board. The Board shall review the allegations contained in the grievance and shall provide a written response to the employee within fifteen (15) work days following the meeting.

Step 3: If the grievance is not settled in Step 2, the employee may request the grievance be submitted to arbitration within thirty-one (31) calendar days of receipt of the Board's answer. Such request shall be made to the Administrator.

Section 9.9 Upon receipt of a request for arbitration, the Employer will schedule a meeting with the employee and the employee's Union representative if the employee so desires. Such meeting shall be scheduled within fourteen (14) calendar days after receipt of the request for arbitration. The parties will attempt to settle the grievance or attempt to draft an agreed upon submission statement requesting arbitration.

Section 9.10 The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Each party may reject the list once and request from the FMCS another list of seven (7) names from the FMCS until a mutually agreeable arbitrator is selected.

Section 9.11 The arbitrator shall limit decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
- b. Contrary to or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, or regulation does not conflict with this Agreement;
- c. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous agreement, grievance, or practices; or
- d. Establishing 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 of the occurrence.

Section 9.12 The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of hearings or submission of final briefs.

Section 9.13 The costs and fees of the arbitrator shall be borne by the losing party. If the arbitrator's decision fails to grant the requested award of either party, the arbitrator shall be requested to rule on the assignment of costs. The expenses of any non-employee witness shall be borne by the party calling the witness.

ARTICLE 10

UNPAID LEAVE OF ABSENCE

Section 10.1 The authorization of an unpaid leave of absence is a matter of administrative discretion. The Employer will decide if a leave of absence will be granted in each individual case.

Section 10.2 The granting of one leave of absence shall not be considered precedent for a grievance relating to the denial of another leave of absence.

Section 10.3 Unpaid leaves of absence shall not exceed six (6) months in duration.

Section 10.4 Unpaid leaves of absences shall be requested at least thirty (30) days in advance except in case of an emergency.

Section 10.5 An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge. An employee may not use a leave of absence to look for another job or work at another job.

Section 10.6 An employee may not return from a leave of absence before the time granted for the leave expires without providing two (2) weeks advance notice to the Employer. If an employee fails to return from leave upon expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and the employee shall be considered to have resigned from the position effective upon the date the leave began.

ARTICLE 11

HOURS OF WORK AND OVERTIME

Section 11.1 This Article is intended to define the normal hours of work for bargaining unit employees. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or normal workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time or volunteer positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work hours or a restriction of the Management Rights Article contained herein.

Section 11.2 The EMS work period shall begin at 06:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight consecutive hours) ending at 06:00 a.m. the following Sunday. Firefighter's work period shall be 212 hours in a 28 day period based on the FLSA.

Section 11.3 The normal work schedule for full-time EMS employees shall consist of forty (40) hours of work performed during the seven (7) day period. Full Time firefighters shall work a 48 hour per week firefighter schedule. Employees shall not be scheduled to work more than twenty-four (24) hours consecutively.

Each Full-Time Firefighter will be granted five (5) Earned Days off each calendar year

Earned Days Off will be selected prior to the beginning of each year. The most senior full time firefighter will make the first shift selection and then it will continue in a round robin fashion until every firefighter has scheduled all of their allotted Earned Days Off. Earned Days Off may be used in conjunction with a firefighters vacation leave.

Section 11.4 When an EMS employee is required to work in excess of forty (40) hours during the seven (7) day work period, the employee will be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. When a firefighter works in excess of 212 hours in a 28 day period specifically due to working the 24/48 schedule the firefighter will be paid at the rate of one and one-half (1-1/2) times their regular hourly FLSA rate. When a firefighter works a shift or any portion of a shift in addition to their normal 48 hour per week schedule the firefighter will be paid at the rate of one and one-half (1-1/2) times their 40 hour rate. (See Appendix A).

Section 11.5 For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee, and all paid vacation, Earned Days Off and funeral leave, will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 11.6 When the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 11.7 Employees shall not begin work prior to their normal scheduled starting time or work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees may exchange scheduled work on an hour for hour basis with at least twenty-four (24) hours advance notice to the Employer, provided the exchange does not create overtime, the operational needs of the department is maintained and such exchange is for a minimum of two (2) hours. When firefighters trade shifts, the trade then becomes their normal schedule and will not be considered in addition to their normal 48 hour per week schedule for the purpose of calculating overtime.

Section 11.8 The normal work schedule shall include a one (1) hour paid lunch period.

Section 11.9 The work schedule shall normally include two (2) fifteen (15) minute work breaks: one scheduled near the middle of the first half of the work shift and the second scheduled near the middle of the second half of the work shift.

Work breaks shall not be taken contiguous to the lunch period or the beginning or end of the assigned work shift.

Work breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their work breaks due to work load requirements.

Section 11.10 Back-up is defined as payment for assignment which requires an employee to be immediately available on a continuous basis but is not required to be at the Squad House. All employees of the bargaining unit who are residents of Greenville Township, Darke County, Ohio are eligible for back-up duty. Employees who are scheduled on back-up status will be paid five dollars (\$5.00) per hour for each hour on back-up.

Back-up duty shall not be considered hours worked for purposes of computing eligibility for overtime. Employees on back-up are considered free to engage in personal pursuits providing the employee is accessible and available for duty while waiting to be called to engage in such duty.

Any employee on back-up who cannot be contacted or fails to report to work within a reasonable time after being paged shall not be eligible to receive back-up pay for that day and may be disciplined.

No employee will be forced into more than twenty-four (24) hours of backup a week on the master schedule.

Section 11.11 When an employee is called to work outside the employee's normal scheduled work hours, thus necessitating additional travel to and from work, the employee will be paid for a minimum of two (2) hours' work at the appropriate hourly rate. Such minimum hour's guarantee shall not be applicable to hours of work that are contiguous to the employee's regular work shift.

Section 11.12 During each Leap Year the employer agrees to schedule full time bargaining unit employees to work eight (8) hours shifts on February 29 instead of their typical shift. The purpose of this change is to rotate the employee's schedule so holidays are worked in a more equitable manner. The employee will be paid overtime for these hours provided they meet the eligibility requirements for overtime pay as defined in this agreement.

Section 11.13 At the start of Daylight Saving Time (Spring) all Bargaining Unit employees agree to work one (1) additional hour at the end of their shift, until 0700 hours, currently. This will accommodate the time change and no one will lose an hour of pay. If an employee leaves prior to working the additional hour he/she will be paid for the time they actually worked.

When Daylight Saving Time ends (Fall) Bargaining Unit employees will receive one (1) hour of additional pay for the added hour they worked. This hour will be paid as overtime provided they meet the eligibility requirements for overtime pay as defined in this agreement.

ARTICLE 12

WAGES

Section 12.1 Effective upon the first full pay period after the effective date of this Agreement, all current employees covered by this Agreement shall be paid in accordance with the rate schedule in Appendix A. All newly hired part time employees shall be paid according to the rate schedule in Appendix B

Section 12.2 New employees shall be assigned to the starting rate and shall advance to the next succeeding pay step in accordance with Appendix A and Appendix B upon satisfactory completion of the probationary period, except that when a new hire demonstrates outstanding qualifications or experience, the Employer may assign the new employee to a step higher than the beginning rate. In no case, however, shall the step assigned to a new employee be higher than the third step. Full-time employees assigned to the classification of an EMT-Basic who, after attainment of an EMT-Intermediate or EMT-P certification, and upon assignment to the classification of EMT-Intermediate, EMT-P, shall be assigned to the first step of the appropriate classification's pay range that would result in a pay increase for the employee. Part-time employees shall be assigned to the pay range commensurate with their certification.

Section 12.3 Employees shall receive a performance evaluation after the required length of service in their assigned pay range. If the employee's performance has been satisfactory as documented in the evaluation, the employee shall receive a step increase. Performance evaluations will continue to be performed as prescribed thereafter and step increases will be granted for satisfactory performance until the employee reaches the top step. Evaluations shall be performed by the Administrator.

<u>2022</u>	<u>2023</u>
5% Full Time Firefighters	4% Full Time Firefighters
5% Full Time EMS	4% Full Time EMS
0% Part Time employees	0% Part Time employees

Section 12.4 The employer will provide an Educational Incentive for full time Bargaining Unit employees, with the exception of Fire Inspector, as described below. In order to receive the incentive, pay the employee must attend the class, successfully complete the class and provide proof of successful completion (a card or certificate).

Car Seat Technicians must actively participate in Greenville Township's Car seat program (they must do inspections and installations, etc.) Proof of participation must be provided and can be in the form of the signed inspection sheets that are completed in the course of the program. The employer reserves the right to limit the number of Car Seat Technicians. Car Seat Technician Incentive pay will be dispersed on the first pay in December of each year.

Fire Inspectors must actively participate in Greenville Township's Fire Inspection program (they must do inspections, etc.) This incentive is open to both Full Time and Part-time employees. Proof of participation must be provided and can be in the form of the signed inspection sheets that are completed in the course of the program. The employer reserves the right to limit the number of Fire Inspectors. Fire Inspector Incentive pay will be dispersed on the first pay in December of each year.

Pediatric Advanced Life Support (PALS) - \$150.00 annually

International Trauma Life Support (ITLS) or Pre-Hospital Trauma Life Support (PHTLS) - \$150.00 annually

Car Seat Technician - \$150.00 Annually

Fire Inspector - \$15 per Inspection.

ARTICLE 13
RESIDENCY

Section 13.1 All full-time employees of the bargaining unit shall be residents of Darke County, Ohio, or a contiguous county within the State of Ohio, or shall establish such residency within one hundred twenty (120) days from the completion of the employee’s probationary period. If O.R.C. Section 9.481 is found to be unconstitutional by a court of competent jurisdiction, residency, as established in the previous sentence, shall be restricted to Greenville Township, Darke County, Ohio, only. Any bargaining unit employee who has moved to a contiguous county properly under such former rule, shall be permitted to retain such residence in the contiguous county; however if such employee changes residence again after living in the contiguous county, he or she must establish residence in Greenville Township, Darke County, Ohio.

ARTICLE 14
HOLIDAYS

Section 14.1 Full-time employees in the bargaining unit shall receive eight (8) hours holiday pay at their regular hourly rate (see Appendix A). Firefighters will be paid at their “40 hour” rate for the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 14.2 Employees who work a regular shift on any holiday listed above shall receive one and one-half (1½) times their regular hourly rate of pay for the hours worked in addition to their eight (8) hours of holiday pay. Fire Fighters will receive one and one half (1 1/2) times their 40-hour rate as described in Appendix A in addition to their Holiday pay. If an employee works an overtime shift on said holidays, that employee shall receive two (2) times their regular hourly rate of pay for overtime hours worked in addition to their eight (8) hours of holiday pay. If a Fire Fighters works an overtime shift on a holiday, he/she will receive two (2) times their 40-hour rate as described in Appendix A in addition to their Holiday pay as described above.

Section 14.3 Employees shall not be scheduled regular work details on the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. However, employees are not excluded from special assignments to cover community functions. An employee who is scheduled off on the holiday must work the scheduled work day before the holiday and the scheduled work day after the holiday to be eligible to receive the holiday pay.

Section 14.4 Part-time employees who actually work a regular scheduled shift on any holiday listed in Section 14.1 shall receive up to eight (8) hours of holiday pay in addition to their regular hourly rate of pay. (i.e. If a part-time employee works 2 hours on a holiday they receive 2 hours of holiday pay. If they work 4 hours the receive 4 hours of holiday pay and so on until they reach a maximum of 8 hours of Holiday Pay).

Section 14.5 Effective the first full pay period after January 1, 2022, all employees that were employed as full-time employees on June 19, 2021 will receive holiday backpay for the 2021 Juneteenth Holiday.

Section 14.6 Effective January 1, 2022, the following shall be considered “Blackout Dates” : Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day. The categorization of these holidays as “Blackout Dates” means that no employee may use paid time off for these dates. Any full-time employee scheduled to work any of these days will receive one and a half (1.5) time their forty (40) hour wage in addition to holiday pay. If a part-time employee works Christmas Day or New Year’s Day the benefit will revert back to Section 14.2.

ARTICLE 15 **VACATIONS**

Section 15.1 Full-time forty (40) hour per week employees and full time firefighters are entitled to vacation pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Firefighters</u>
Less than one year	None	None
After one (1) year	40 hours	48 hours
Two (2) years but less than 7	80 hours	96 hours
7 years but less than 10	120 hours	144 hours
10 years but less than 20	160 hours	192 hours
20 years or more	200 hours	240 hours

Such vacation leave shall accrue at the following rates each Bi-Weekly pay period:

<u>Annual Vacation</u>	<u>Credited Per</u>	<u>Fire Fighters</u>
40/48 hours	1.528 hours	1.846
80/96 hours	3.076 hours	3.692
120/144 hours	4.615 hours	5.538
160/192 hours	6.153 hours	7.384
200/240 hours	7.692 hours	9.230

Section 15.2 Vacation leave credits are not earned and shall not be credited during any time an employee is not in active pay status.

Section 15.3 Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an employee to carry over vacation leave for two (2) years. An employee shall forfeit the right to take paid vacation leave or to be paid for any accrued vacation leave in excess of the employee's accrual for two (2) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 15.4 Employees on vacation may be recalled to duty for emergency situations as determined by the Employer.

Section 15.5 Requests for vacation leave shall be submitted in writing in accordance with the methods established by the Employer. Vacations will be approved and scheduled in accordance with the work load requirements of the Employer. Vacations shall be scheduled on a "first-come, first-served" basis and at a time mutually agreeable to the employee and the Employer. If three or more employees request vacation leave simultaneously and the Employer is not able to grant vacation leave to all those making such request, the employee with the greatest seniority shall be granted such request. The Employer shall notify the employee requesting vacation leave whether or not the time requested has been approved within fifteen (15) days from the time such request was submitted to the Employer.

Section 15.6 Upon separation from the Employer, or upon a change of status (i.e., full time to part time or volunteer), an employee shall be entitled to compensation at the employee's current rate of pay for all accrued and unused vacation leave to the employee's credit up to two (2) years maximum accumulation. An employee shall forfeit the right to take or be paid for any vacation leave credit which is in excess of an accrual of two (2) years.

Section 15.7 In the case of death of the employee, any unused vacation leave credit of the

employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse.

Section 15.8 Employee requests for personal day(s), as earned and described in Section 21.10 of this agreement, shall be submitted in writing no less than fourteen (14) days prior to the request day.

Section 15.9 Part-time hourly employees will have available after one (1) year of continuous service with the Employer, paid time off. This will only be available to part-time employees who average more than thirty (30) hours per week in the previous year. Such paid time off will accrue at the rate of .01923 per hour worked in the previous year. Paid time off will be used by the part-time employee between the year it was accrued and January 1st of the next calendar year. Part-time employees may not carry over any excess leave from year to year. Any such excess leave shall be eliminated from the employee's leave balance at the start of a new year.

Part-time Employees on leave may be recalled to duty for emergency situations as determined by the Employer.

Part-time Employees may not, upon separation from service or change in status, carry over or submit for compensation any accrued, but unused, paid time off. There will be no compensation paid to the employee's spouse, family or estate in the case of the death of an employee.

Any part-time employee who has at least five (5) years of service, as specifically a part-time employee, as of the date of this contract and averaged more than thirty (30) hours per week in 2010 will have paid time off immediately available based on the hours worked in 2010. This is a one-time occurrence and will not be repeated in the future.

The part-time employees must follow the leave request procedure established by the Employer

ARTICLE 16 **UNIFORMS AND EQUIPMENT**

Section 16.1 Full-time bargaining unit employees shall be provided with a clothing allowance of \$500.00 per year for the purchase of uniforms and equipment required and approved by the Employer. Part-time bargaining unit employees scheduled for twenty-four (24) hours or more per week shall be provided with a clothing allowance of \$175.00 per year for the purchase of boots or other uniforms and equipment approved by the Employer. The initial uniform issue shall be made by the Employer. Employees may carry the balance of unspent uniform allowance for ninety (90) days into the next year.

THE INITIAL ISSUE SHALL CONSIST OF:

Full-time

Part-time (replaced as needed)

5 Pair of Pants
5 Shirts
1 Double Duty Outer Coat
2 Badges
Rank Insignias (as required)
Gloves & Non-Prescription Safety Glasses

2 Pair of Pants
2 Shirts
1 Double Duty Outer Coat
2 Badges
Three (3) each for part-time scheduled
for twenty-four (24) hours or more per week.

Items may be substituted or eliminated as deemed appropriate by management.

All Employer required safety gear (i.e. Turn Out Gear, Tech Rescue Gear, Helmet, goggles, etc.) will be provided by the Employer.

APPROVED UNIFORMS AND EQUIPMENT INCLUDES:

Pants	
Department Sweatshirts	Department Turtleneck Shirt
Department Sweater	Approved Belts
Approved Boots	Department Winter Hat
Department Ball Hat	Stethoscope
Department T-Shirt	Safety Glasses
Belt Pouch	
Mini-Mag Lite	
Approved Turn-Out Boots	

Section 16.2 All uniforms and equipment furnished and/or issued by the Employer are the property of the Employer and shall, upon termination of employment with the Employer, be returned in the condition issued, allowing for reasonable wear and tear, prior to the issuance of final compensation to the employee. Any issued item which is lost through negligence by an employee shall either be replaced or paid for at current market value by the employee. Personal clothing uniform items older than one (1) year need not be returned when an employee retires or terminates employment provided patches and jackets are turned in.

ARTICLE 17
INSURANCE

Section 17.1 The Employer agrees to provide a High Deductible Health Insurance Plan as defined by the U.S. Internal Revenue Service (currently \$2700 Single In-Network deductible / \$5400 all other In-Network deductibles). The employees will pay 15% of the cost of the insurance premiums for eligible employees and family members. A \$20,000 term life insurance policy and a vision policy are affiliated with the Health Insurance Plan and premiums. A disability insurance plan is available. The employee shall be responsible for all deductibles, co-insurances and co-pays for all years of this contract.

A Health Savings Account shall also be included with the Health Insurance Plan for eligible employees. The Employer agrees to make a contribution of \$2,500 into each eligible employee's

Health Savings Account for each year of this agreement.

A Dental Insurance Plan will be available to eligible employees. The cost of this Dental plan will be bourn entirely by the employees.

Section 17.2 The parties agree to establish a cost containment committee consisting of one (1) Employer board member, the Administrator, and one (1) bargaining unit employee to study the cost of insurance and methods of controlling cost.

Section 17.3 The Employer may at any time during this Agreement change insurance carriers provided the benefits are relatively equal.

ARTICLE 18 **RETIREMENT PLAN**

Section 18.1 The parties agree that the Employer and each eligible employee shall contribute to the Ohio Public Employee Retirement System (PERS) or the Ohio Police and Fire Pension Plan, whichever is appropriate, in an amount as prescribed by law.

ARTICLE 19 **TRAINING**

Section 19.1 The Employer agrees to make every reasonable effort to ensure effective execution of educational programs mandated as a condition for or a condition for continuing certification are provided.

Section 19.2. If accreditation, licensure or certification requirements for a classification require continuing education or training, or if said requirements change during the term of this Agreement, bargaining unit members affected shall meet all such requirements as soon as practicable. If the employee does not meet the requirements set for the classification, including the successful completion of the annual GMVEMSC protocol testing, the employee may be removed from that classification, suspended without pay or terminated at the discretion of the Employer. After an employee has failed the protocol testing twice, the employee will be provided a different trainer.

Section 19.3. The Employer shall provide the full cost of Employer required licensure and certification training provided the employee successfully completes such training.

Section 19.4. The Employer shall provide up to \$3,000 per year to the bargaining unit for continuing education for employment related training as approved by the Employer. The Employer agrees to pre-pay BTLS and PALS classes. This fund will be dispersed on a "first-come, first-serve"

basis provided all of the requirements have been fulfilled. The employee shall attend and successfully complete said classes and present to the Employer a copy of the course objectives and a certificate of completion. An employee who does not attend and successfully complete said classes shall reimburse the Employer through payroll deduction.

Mandated training is not included in the \$3,000 limit and is fully paid by the Employer.

Section 19.5 The Employer agrees to pay each employee up to 8 hours of compensation per year to attend continuing education course(s). The employee shall attend and successfully complete said classes and present to the employer a copy of the course objectives and a certificate of completion. An employee who does not attend and successfully complete said class shall reimburse the Employer through payroll deduction.

ARTICLE 20

TRAVEL ALLOWANCE

Section 20.1 An employee required by the Employer to travel over fifty (50) miles from the Greenville Area Rescue station to attend a training session, seminar or conference shall be reimbursed for the actual cost of meals and lodging expenses incurred when travel requires leaving Greenville prior to 6:00 a.m. or return would be delayed to after 7:00 p.m. Reimbursement shall be made for meals during approved travel status upon presentation of receipts.

Section 20.2 The maximum reimbursement for meals shall be \$50 per Day

Section 20.3 Whenever possible, the Employer will try to make direct billing arrangements for the reimbursable portion of any lodging required. Overnight lodging shall only be reimbursable while on prior approved travel status and upon presentation of receipts. The following maximum shall apply:

Up to \$175.00 or as previously approved by the chief per calendar day. The cost of alcoholic beverages, entertainment, laundry, dry cleaning and room service charges, expenses incurred for a spouse traveling with the employee, or any otherwise allowable expense for which a receipt is not provided, shall not be reimbursed.

Section 20.4 If an employee is required by the Employer to use a privately-owned vehicle for travel to a prior approved training session, seminar or conference, the employee shall be reimbursed at the current Federal Mileage reimbursement rate. Such payment shall be considered total reimbursement for all vehicle related expenses. If two (2) or more employees travel together, only one (1) shall be entitled to receive the reimbursement.

Expenses for parking, highway, bridge or tunnel tolls on prior approved travel outside of Darke County are reimbursable upon presentation of a receipt for such expense.

ARTICLE 21 **SICK LEAVE**

Section 21.1 Full-time employees shall accrue sick leave credit at the rate of 4.615 hours per pay period, not to exceed 120 hours accumulation per year. Full Time Firefighters working a 48 Hour schedule will accrue sick leave credit at the rate of 5.538 hours per pay period, not to exceed 144 hours accumulation per year.

Section 21.2 Service for sick leave credit includes hours in active pay status, including hours worked, paid vacation, paid sick leave, etc., but not unpaid leave, unpaid suspension or layoff.

Section 21.3 Sick leave shall be granted to an employee, upon approval of the Administrator, for the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the affected family member.

Section 21.4 When an employee is unable to report to work due to illness or injury, the employee shall notify the Administrator or other designated person at least two (2) hours before the employee is scheduled to start work, except for the 6:00 a.m. shift which shall provide one (1) hour notice. An employee who expects to be on extended sick leave must notify the Administrator every day the employee is absent, unless agreed otherwise.

Section 21.5 The Employer may require an employee to provide a written statement justifying sick leave use. Also, if the employee has been treated by a hospital, clinic, doctor, dentist, psychologist or other practitioner, the Employer can require the employee to provide proof from the hospital, clinic, doctor, etc., that the employee was examined, that the employee cannot work or that the employee must take care of a member of the employee's immediate family.

If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of the employee's position, the Employer may order an examination by an appropriately qualified medical professional at the Employer's expense.

Upon receipt of the medical certification, the employee may request a second examination at the employee's expense. If the second opinion differs from the first, the Employer may, at the Employer's expense, require the employee to submit to a third examination by a health care provider jointly selected by the Employer and the employee. The third opinion shall be final and binding.

Upon receipt of the medical professional's opinion on the employee's fitness for work. The Employer and the employee will meet to discuss the possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, the employee will be placed on disability leave or separation.

An employee who has three (3) occasions of at home sick leave for an employee's immediate family member, the employee shall use vacation leave for any such future occurrences. An employee who has five (5) or more occurrences of sick leave in a calendar year, the Employer may require medical certification for the use of sick leave.

Section 21.6 Approved sick leave shall be charged to employees in one (1) hour increments.

Section 21.7 Employees shall comply with all rules and regulations on sick leave in order to receive sick leave pay. Falsification of sick leave documents is grounds for disciplinary action.

Section 21.8 Employees who are laid off or separated in good standing and who have provided three (3) weeks prior notice of a separation may convert one fourth (1/4) of accumulated sick leave to cash up to two hundred forty (240) hours. Employees subsequently reinstated to full-time regular employment within two (2) years who have any remaining unused sick leave accrued at the time of the lay off or separation, will have such accrued unused sick leave reinstated upon re-employment.

Section 21.9 Employees hired after January 1, 1999 who have prior public service with another public employer where sick leave is transferrable shall not be eligible for pay out of sick leave as described in Section 21.8 for all hours earned with previous employers. In addition, transferrable hours shall be limited to a maximum of 600 hours. Sick leave used by the employee will be subtracted first from the hours transferred from the previous public employer before sick leave is subtracted from hours earned with the Employer.

Section 21.10 A full-time EMS employee in active pay status who does not call off work for six (6) consecutive months shall be granted one (1) twenty (20) hour personal day, Full Time Firefighters who do not call off work for four (4) consecutive months shall be granted one (1) twenty-four (24) hour personal day to be taken the following year. Request for personal day use must be submitted in the same manner as vacation requests. For the purposes of this Section, approved funeral leave shall not be considered "calling off work."

ARTICLE 22 **FUNERAL LEAVE**

Section 22.1 Funeral leave will be granted to a full-time employee upon approval of the Administrator in the event of the death of the employee's immediate family, including the employee's spouse, children, step-children, parents, step-parents, brother, sister, step-brother, step-sister, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law. Such leave shall be limited to a reasonably necessary time, not to exceed three (3) days, one of which shall have been the date of the funeral. Employees shall be allowed one (1) day off to attend the funeral of aunts, uncles, nieces, nephews and cousins.

Additional time, deducted from the employee's vacation bank, may be approved by the Employer when warranted by travel requirement

ARTICLE 23 **CIVIL LEAVE**

Section 23.1 An employee called for jury duty shall be granted a leave of absence with pay during periods of actual attendance that the employee would normally have been scheduled to work.

Section 23.2 The Employer shall pay an employee for the period of time the employee is required to appear before a court, judge, justice, magistrate or coroner arising out of the course of employment with this Employer. Employees required to appear before the aforementioned arising outside of employment shall be excused from work without pay.

Section 23.3 Employees who receive pay for such absence shall submit all compensation received as a result of such jury service to the Employer.

ARTICLE 24 **INJURY LEAVE**

Section 24.1 In the event an employee is injured while performing the employee's duties, the employee shall receive full pay for six (6) calendar weeks from the date of the injury as filed with the Ohio Bureau of Workers' Compensation (OBWC). Application for such leave shall be filed with the Employer and the appropriate claim filed with OBWC. At the time of application for such leave, the employee shall sign an agreement to assign or return the first six (6) weeks of compensation received from the OBWC to the Employer.

Section 24.2 An employee making application for such leave shall sign an authorization to release to the Employer all medical information regarding the occupational injury in the possession of the employee's treating physicians and treatment facilities for which the injury leave is requested and shall also agree to be examined by a licensed medical practitioner selected and paid for by the

Employer, if the Employer deems necessary.

Section 24.3 An employee claiming an occupational injury shall file immediately an accident report when the injury is incurred and shall file an injury claim with the OBWC as soon as practicable after the injury. The Employer may request a hearing before the OBWC to determine a claim's validity.

Section 24.4 Bargaining unit employees shall not make application for nor be entitled to receive any Employer provided short term disability income insurance for any period of paid leave for which the Employer provided full pay.

Section 24.5 An employee who has exhausted the six (6) weeks of paid injury leave may elect to use sick leave and vacation leave. If the employee uses sick leave or vacation leave, such leave may be restored on a pro-rata basis by remitting to the Employer all income benefits received by the employee from OBWC or any Employer provided short term disability income insurance. If an employee has exhausted all available paid leave, the employee may apply for a disability leave as provided in Article 25 of this Agreement.

ARTICLE 25 **DISABILITY LEAVE**

Section 25.1 An employee may request a leave of absence without pay for disability purposes by submitting a written leave request as required by the general rules for unpaid leaves of absences in Article 10 of this Agreement. The period of a disability leave, including any paid leave, shall not exceed twelve (12) months from the date of the illness or injury. At the conclusion of the twelve (12) weeks of the disability leave period and at least every twelve (12) weeks thereafter the employee shall provide medical certification to continue the leave.

Section 25.2 An employee will be granted an unpaid disability leave if declared incapacitated for performing the duties of the employee's position by a licensed physician. The employee shall be responsible for requesting disability leave when the employee's sick leave expires.

When the employee is ready to return to work, the employee shall provide the Employer with a statement from the employee's attending physician certifying the employee is able to return to work and perform the essential functions of the employee's position.

Section 25.3 The Employer may require an employee to be examined by a licensed physician of the Employer's choice for the purpose of determining whether the employee is physically or mentally able to perform the essential functions of the employee's position. An employee found to be physically or mentally unable to perform the essential functions of the position by such physician shall be placed on disability leave. An employee may request a reasonable accommodation. The Employer will consider such request and, if practicable, will make a reasonable accommodation for

an employee before placing an employee on disability leave.

Section 25.4 The Employer shall continue to pay the Employer's share of the health insurance premium for an employee's policy during the period of disability leave.

ARTICLE 26
COMMUNICABLE DISEASES

Section 26.1 Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for certain bargaining unit positions. The Employer, whenever possible, shall advise employees of the medical conditions of clients, patients, students, prisoners, etc., if known, in the most appropriate manner in order to avoid or reduce the risk of exposure or infection and to facilitate proper care of the client, patient, etc. The Employer will provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees may accept or not accept the vaccinations. Such acceptance or rejection shall be so indicated on forms provided by the Employer.

Employees exposed to tuberculosis (TB) shall be provided with TB tests.

ARTICLE 27
SENIORITY: LAYOFF/RECALL

Section 27.1 Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer from the last date of hire. The following situations shall not constitute a break in continuous service:

- a. Absence while on an approved leave of absence;
- b. Absence while on approved sick leave or disability leave;
- c. Military leave; or
- d. A layoff of two (2) years' duration or less.

The following situations constitute breaks in continuous service for which seniority is lost:

- a. Discharge for just cause;
- b. Retirement;
- c. Layoff for more than two (2) years;
- d. Failure to return to work within twenty-one (21) calendar days of a recall from a layoff, absent extenuating circumstances (e.g., illness, injury, or disability);

e. Failure to return to work at the expiration of a leave of absence; or

f. Resignation.

Section 27.2 Ties in seniority shall be broken by date of last hire, then date of application, then alphabetically by surname, in that order.

Section 27.3 Seniority applies only where that specific term is used and shall not be confused with "years of service" used to calculate vacation benefits, etc.

Section 27.4 When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employee(s) fifteen (15) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff lasting seventy-two (72) hours or less as soon as practicable.

Section 27.5 The Employer shall determine in which classification(s) layoffs will occur. Within each affected classification, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. Lay-offs will be of part-time employees before full-time employees. The Employer agrees the least senior EMT-B will be laid off prior to laying off any EMT-P.

Section 27.6 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled without further training.

Section 27.7 Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a return receipt requested, to the last mailing address provided to the Employer by the employee.

Section 27.8 In the case of a long-term layoff, the recalled employee shall have seven (7) days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of the recall notice to report for duty unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 28

SAFETY & HEALTH

Section 28.1 It is agreed that safety and health must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer and to maintain personal physical fitness and agility.

Section 28.2 Employees are responsible for reporting unsafe conditions or practices. The Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools and supplies provided by the Employer. The Employer is responsible for the safe and proper care of the same. A specific reporting procedure shall be established. All reports of safety complaints shall be forwarded to the Safety Committee.

Section 28.3 An employee acting in good faith has the right to refuse to work under conditions the employee reasonably believes present an imminent danger of death or serious harm to the employee or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in the employee's position. Any incident of work refusal shall immediately be reported to the Safety Officer (Administrator) who will determine whether any corrective action is necessary. The Safety Committee shall review the incident and make a recommendation to the Administrator. The recommendations of the Safety Committee are advisory in nature only and shall not bind the Administrator or prevent the employee(s) from filing a safety complaint or grievance.

Section 28.4 When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and work practice controls. The equipment provided must meet the requirements of OSHA on agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment when necessary shall subject the offending employee to disciplinary action.

Section 28.5 Employee exposure records (Environmental monitoring, and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record or to the employee's designated representative. Employee medical records, including Biological Monitoring, shall be made available to the employee and/or to the employee's designated representative upon providing the Employer a signed written consent form from the employee who is the subject of the record.

Section 28.6 The Greenville Area Rescue Service Safety Committee shall consist of the Safety Officer (Administrator), one (1) additional Employer appointee, and two (2) bargaining unit employees.

It is understood that the Safety Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

- a. Review all health and safety complaints and make recommendations for corrective action;
- b. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury to employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;
- c. The Committee may be immediately convened upon notice of a work refusal and shall perform the functions stated in Section 27.3;
- d. Recommend safety training programs and amendments, modifications or additions to the Greenville Area Rescue Safety Manual; and
- e. Make recommendations as they deem necessary regarding safe work practices, methods, equipment, tools and facilities.

The Committee's responsibility in general is to propel the Greenville Area Rescue Service safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration (OSHA) requirements.

Section 28.7 Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have the employee's grievance heard under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

ARTICLE 29
DRUG & ALCOHOL TESTING

Section 29.1 Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- a. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- c. Arrest or conviction for a drug or alcohol related offense;
- d. Information provided by a reliable or credible source, and independently corroborated;
- e. Evidence that an employee has tampered with a previous drug test;
- f. Facts or circumstances developed in the course of an investigation of an accident or unsafe working practice.

Section 29.2 Drug/alcohol testing shall be conducted solely for administrative purposes and any results obtained shall not be used for any criminal proceeding(s). Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against an affected employee. The following procedure shall not preclude the Employer from other administrative action, but such actions shall not be based solely upon the initial testing results alone.

Section 29.3 All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in separate containers for use in the prescribed testing procedures.

Section 29.4 Alcohol testing shall be done in accordance with the laws of the State of Ohio for detecting drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 29.5 The results of the testing shall be delivered to the Employer and the employee tested. An employee whose test is positive shall have the right to request a certified copy of the testing results in which the testing facility shall affirm that the test results were obtained using approved standard methods and protocol. The employee shall provide a signed release for disclosure of the testing results. A representative of the bargaining unit shall have the right of access to the results upon submitting a written request to the Employer, with the employee's consent. Refusal by an employee to submit to the testing provided by this Agreement may be grounds for disciplinary action.

Section 29.6 If the testing required by terms of this Agreement has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance or Alcohol, Drug and Mental Health Services (ADAMHS) Board. Any discipline allowed by the positive findings shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave or vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program.

Upon completion of such program, and upon receiving results from a retest demonstrating the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to periodic retesting upon return for a period of one (1) year from the date of the employee's return to work. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided in this Agreement.

An employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or insurance benefits, should it be necessary for the employee to be placed on a medical leave of absence without pay for a period not to exceed one hundred twenty (120) days.

Section 29.7 If an employee refuses to enter rehabilitation or detoxification or does not follow the rehabilitation or detoxification program in good faith or tests positive during a retest within one (1) year after the employee's return to work from such program, the employee shall be subject to disciplinary action up to and including removal from the position or termination of employment.

Section 29.8 The cost of all drug screening tests required by the Employer shall be borne by the Employer. Any test initiated at the request of an employee shall be borne by the employee.

Section 29.9 The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 30
PHYSICAL FITNESS

Section 30.1 The Employer and the Union recognize the need for bargaining unit employees to be in good physical condition to perform their essential duties. Therefore, all employees agree to maintain good personal physical condition to ensure the employee's fitness for duty.

ARTICLE 31
WAIVER IN EMERGENCY

Section 31.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Emergency Management Agency or the Federal or state legislature, such acts of God, civil disaster or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- a. time limits for the processing of grievances; and
- b. agreements relating to the assignment of employees.

Section 31.2 Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 32.1 In as much as this Agreement provides a mechanism for the orderly resolution of grievances and the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Greenville Township. The Union agrees that within two (2) weeks after the date of the signing of this Agreement the local Union will serve upon the Employer written notice which will list the Union's authorized representative to make commitments for the Union in dealings with the Employer. The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other interruption of operations or services of the Employer by bargaining unit employees.

Section 32.2 Any officer or trustee of the Union, upon receiving notice from the Employer of such job action, shall take, within their ability, whatever affirmative steps are necessary to end such job action, and will not in any fashion or manner encourage, ratify, condone, suggest or participate in any such job action.

Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union shall promptly, upon notice from the Employer, prepare a letter addressed to the Employer and all bargaining unit employees stating "the strike action is not sanctioned or authorized by the Union and all employees should return to work immediately." Such letter should be signed by the ranking Union officer of the local.

Section 32.3 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 32.4 The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement unless those employees have violated Section 32.1 of this Article.

ARTICLE 33 **SEVERABILITY**

Section 33.1 In the event that any Federal or State legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect. The parties agree to meet at a mutually acceptable time in an attempt to negotiate a lawful alternative provision on the same subject matter.

Section 33.2 This Agreement supersedes and replaces all statutes, rules and regulations which it has authority to supersede and replace. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail.

ARTICLE 34 **DURATION**

Section 34.1 This Agreement shall be effective January 1, 2022 and shall remain in full force and effect until midnight December 31, 2023.

Section 34.2 If either party desires to modify or amend this Agreement, written notice of such intent shall be given. Such written notice shall not be presented earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

Section 34.3 Such notice shall be by timely written letter with receipt acknowledged. Negotiations shall commence within two (2) weeks of receipt of the notice.

Section 34.4 The parties acknowledge that the entire understandings and agreements reached by the parties during negotiations after the exercise of such right and opportunity are set forth in this Agreement.


SIGNATURE PAGE

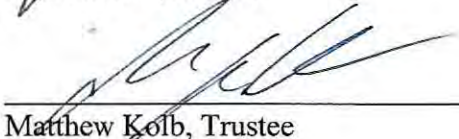
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 23rd day of December, 2021.

FOR THE EMPLOYER:

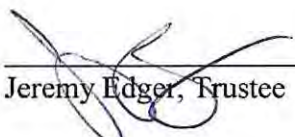
FOR I.U.O.E # 20:



Justin Hines, Trustee



Richard Gerrein, Business Manager


Matthew Kolb, Trustee


Brian Kirkpatrick

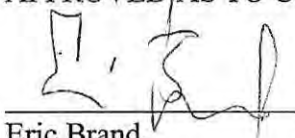

Jeremy Edger, Trustee


Nate Frazee


Jim Hackney


Troy McDaniel

APPROVED AS TO CONTENT AND FORM:


Eric Brand,
Attorney for Greenville Township

Appendix A

Pay Rates

2022

5%

	<u>EMT/Hr</u>	<u>Annual</u>	<u>40 Hour EMT/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$18.5839	\$38,654.51	\$19.8922	\$41,375.78	\$17.405	\$26.108
after 1 Year	\$19.4691	\$40,495.73	\$20.8404	\$43,348.03	\$17.367	\$26.051
after 2 Years	\$20.2597	\$42,140.18	\$21.6856	\$45,106.05	\$18.071	\$27.107
after 3 Years	\$21.2940	\$44,291.52	\$22.7934	\$47,410.27	\$18.995	\$28.492
after 4 Years	\$21.9229	\$45,599.63	\$23.4654	\$48,808.03	\$19.555	\$29.332

	<u>Adv. EMT/Hr</u>	<u>Annual</u>	<u>40 Hour Advance/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$19.7568	\$41,094.14	\$21.1470	\$43,985.76	\$17.623	\$26.434
after 1 Year	\$20.7280	\$43,114.24	\$22.1875	\$46,150.00	\$18.490	\$27.734
after 2 Years	\$21.5670	\$44,859.36	\$23.0853	\$48,017.42	\$19.238	\$28.857
after 3 Years	\$22.6558	\$47,124.06	\$24.2497	\$50,439.38	\$20.208	\$30.312
after 4 Years	\$23.3310	\$48,528.48	\$24.9732	\$51,944.26	\$20.811	\$31.217

	<u>Medic/Hr</u>	<u>Annual</u>	<u>40 Hour Medic/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$21.0042	\$43,688.74	\$22.4826	\$46,763.81	\$18.736	\$28.10
after 1 Year	\$22.0657	\$45,896.66	\$23.6197	\$49,128.98	\$19.683	\$29.52
after 2 Years	\$22.9530	\$47,742.24	\$24.5689	\$51,103.31	\$20.474	\$30.71
after 3 Years	\$24.0996	\$50,127.17	\$25.7953	\$53,654.22	\$21.496	\$32.24
after 4 Years	\$24.8230	\$51,631.84	\$26.5702	\$55,266.02	\$22.142	\$33.21

	<u>40 Hour Captain</u>	<u>Capt Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$24.7306	\$51,439.65	\$20.609	\$30.913
after 1 Year	\$25.9812	\$54,040.90	\$21.651	\$32.477
after 2 Years	\$27.0259	\$56,213.87	\$22.522	\$33.782
after 3 Years	\$28.3741	\$59,018.13	\$23.645	\$35.468
after 4 Years	\$29.2278	\$60,793.82	\$24.357	\$36.535

Appendix A

Pay Rates **2023** 4%

	<u>EMT/Hr</u>	<u>Annual</u>	<u>40 Hour</u> <u>EMT/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$19.3273	\$40,200.78	\$20.6876	\$43,030.21	\$17.2397	\$25.8595
after 1 Year	\$20.2477	\$42,115.22	\$21.6736	\$45,081.09	\$18.0613	\$27.0920
after 2 Years	\$21.0704	\$43,826.43	\$22.5534	\$46,911.07	\$18.7945	\$28.1918
after 3 Years	\$22.1457	\$46,063.06	\$23.7047	\$49,305.78	\$19.7539	\$29.6309
after 4 Years	\$22.7999	\$47,423.79	\$24.4036	\$50,759.49	\$20.3363	\$30.5045

	<u>Adv. EMT/Hr</u>	<u>Annual</u>	<u>40 Hour</u> <u>Advance/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$20.5472	\$42,738.18	\$21.9928	\$45,745.02	\$18.3273	\$27.4910
after 1 Year	\$21.5571	\$44,838.77	\$23.0755	\$47,997.04	\$19.2296	\$28.8444
after 2 Years	\$22.4296	\$46,653.57	\$24.0084	\$49,937.47	\$20.0070	\$30.0105
after 3 Years	\$23.5622	\$49,009.38	\$25.2200	\$52,457.60	\$21.0167	\$31.5250
after 4 Years	\$24.2642	\$50,469.54	\$25.9719	\$54,021.55	\$21.6433	\$32.4649

	<u>Medic/Hr</u>	<u>Annual</u>	<u>40 Hour</u> <u>Medic/FF</u>	<u>FF Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$21.8441	\$45,435.73	\$23.3823	\$48,635.18	\$19.4853	\$29.2279
after 1 Year	\$22.9486	\$47,733.09	\$24.5648	\$51,094.78	\$20.4707	\$30.7060
after 2 Years	\$23.8711	\$49,651.89	\$25.5517	\$53,147.54	\$21.2931	\$31.9396
after 3 Years	\$25.0640	\$52,133.12	\$26.8268	\$55,799.74	\$22.3557	\$33.5335
after 4 Years	\$25.8159	\$53,697.07	\$27.6328	\$57,476.22	\$23.0273	\$34.5410

	<u>40 Hour</u> <u>Captain</u>	<u>Capt Annual</u>	<u>FLSA</u>	<u>FLSA OT</u>
Start	\$25.7202	\$53,498.02	\$21.434	\$32.150
after 1 Years	\$27.0202	\$56,202.02	\$22.517	\$33.775
after 2 Years	\$28.1070	\$58,462.56	\$23.423	\$35.134
after 3 Years	\$29.5089	\$61,378.51	\$24.591	\$36.886
after 4 Years	\$30.3971	\$63,225.97	\$25.331	\$37.996

Part Time Employees on Appendix A

2022 & 2023

	<u>EMT</u>	<u>EMT/FF</u>
Start	16.6830	\$17.1835
after 1 Year	17.4780	\$18.0023
after 2 Years	18.1870	\$18.7326
after 3 Years	19.1160	\$19.6895
after 4 Years	19.6800	\$20.2704

	<u>Adv. EMT</u>	<u>Advanced/FF</u>
Start	17.7360	\$18.2681
after 1 Year	18.6080	\$19.1662
after 2 Years	19.3610	\$19.9418
after 3 Years	20.3380	\$20.9481
after 4 Years	20.9440	\$21.5723

	<u>Medic</u>	<u>Medic/FF</u>
Start	18.8560	\$19.422
after 1 Year	19.8090	\$20.403
after 2 Years	20.6050	\$21.223
after 3 Years	21.6340	\$22.283
after 4 Years	22.2840	\$22.953

Appendix B

Pay Rates 2022 & 2023

NEW HIRES - Part Time

	<u>EMT</u>	<u>EMT/FF</u>
Start	13.038	\$13.429
after 1 Year	13.788	\$14.202
after 2 Years	14.456	\$14.890
after 3 Years	15.330	\$15.790
after 4 Years	15.863	\$16.339

	<u>Advance EMT</u>	<u>Advance EMT /FF</u>
Start	14.031	\$14.452
after 1 Year	14.854	\$15.299
after 2 Years	15.562	\$16.029
after 3 Years	16.483	\$16.978
after 4 Years	17.054	\$17.566

	<u>Paramedic</u>	<u>Paramedic/FF</u>
Start	15.086	\$15.538
after 1 Year	15.985	\$16.464
after 2 Years	16.735	\$17.237
after 3 Years	17.704	\$18.236
after 4 Years	18.320	\$18.870