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**AGREEMENT
BETWEEN THE
CITY OF MARION**

AND THE

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (IAFF)
LOCAL 379**

K26394

1557-06

SERB Case No. **2009-MED-01-0047**

April 1, 2009, through March 31, 2012

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PREAMBLE

This Agreement is entered into by and between the City of Marion, Ohio, hereinafter referred to as the Employer, and the Marion City Fire Fighters Local #379, International Association of Fire Fighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 1 **RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Fire Department who are members of the IAFF Local 379.

ARTICLE 2 **FAIR SHARE FEE**

Section 2.1. Employees of the Marion Fire Department who are not members of the Union and its Local 379 shall pay to the Union a fair share fee as a condition of their continued employment with the City of Marion. Such fair share fee shall not exceed dues paid by members of the Union and its Local.

Section 2.2. When applicable, Local 379 shall certify to the City the fair share fee for the members of the Fire Department who are not members of the Union. This monthly fair share fee shall be certified to the City by the Treasurer of the Union.

Section 2.3. The fair share fee shall be deducted by the City and remitted during the same period as Union dues are remitted, at no cost to the Union. The deduction of the fair share fee from the earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment of fair share fees shall be made in accordance with this article and with the provisions of Ohio Revised Code 4117.09(c).

Section 2.4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from the deduction of the fair share fee as agreed in this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.5. When applicable the Union certifies to the Employer that it will have a rebate procedure that meets any requirements set forth by the state or federal courts regarding dues or of fair share fees.

ARTICLE 3
DUES CHECK-OFF

Section 3.1. The Employer agrees to deduct, once each month, dues and assessments in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Secretary-Treasurer of the Union.

Section 3.2. The Employer shall be relieved from making such individual dues deductions upon an employee's: (1) termination of employment; (2) layoff; (3) unpaid leave of absence; (4) written revocation of the check-off authorization by an employee. An employee who revokes such authorization is still obligated to remit a fair share fee to the Union.

Section 3.3. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from the deductions made by the Employer. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

- A. To determine the functions and programs of the Department;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine the hours of work and the number of hours to be worked;
- E. To determine how technology may be utilized to improve the Department's operations;
- F. To determine the Department's organizational structure;
- G. To make any and all rules and regulations not inconsistent with this Agreement;
- H. To direct, supervise, evaluate or hire employees;
- I. To maintain and improve the efficiency and effectiveness of the Department's operation;
- J. To determine the overall methods, processes, means or personnel by which the Department's operations are to be conducted;
- K. To suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote or retain employees;
- L. To determine the adequacy of the work force;
- M. To establish, expand, transfer and/or consolidate work processes and facilities;
- N. To determine the overall mission of the Department as a unit of government;
- O. To effectively manage the work force; and
- P. To take actions necessary to carry out the mission of the Department as a governmental unit.

Section 4.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not modified by this Agreement shall remain the exclusive function of the Employer.

ARTICLE 5

UNION ACTIVITY/NON-DISCRIMINATION

Section 5.1. Union/Non-Union Affiliation. There shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee for his activity on behalf of, or membership in, the Union.

Section 5.2. The parties to this Agreement agree not to discriminate against any employee because of race, color, sex, religion, national origin, marital status, age, disability or sexual orientation.

Section 5.3. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6

UNION BUSINESS

Section 6.1. The President of the Union, or his designee or designees, shall be granted time off with pay not to exceed six hundred and seventy-two (672) hours during the life of this contract (April 1, 2009, through March 31, 2012) to perform their functions including, but not limited to, attendance at regular and special meetings, conventions, seminars and conferences. The hours specified herein shall be the maximum time off with pay during the contract period for the President and any or all designees hereunder. The accumulation of time under this article shall be computed on actual time off work, not by day or shift.

Section 6.2. The Union shall provide the Fire Chief with two (2) weeks prior notification of request for Union leave. If two (2) weeks prior notification is not possible due to circumstances beyond the Union's control, time off will be granted at the discretion of the Chief of the Fire Department.

Section 6.3. A maximum of two (2) Union members per shift will be allowed off work with pay at the same time for completion of Union business.

Section 6.4. Union members serving as members of the Labor Management Committee, Joint Occupational Safety and Health Committee, and Union Negotiating Team, and attending functions or meetings relating to their respective committees are exempt from the six hundred seventy-two (672) hour maximum as noted above, but shall be granted the time off with pay.

Section 6.5. Five (5) members of the Union Negotiation Team shall be allowed time off with pay for attendance at all meetings which shall be mutually set by the Employer and the Union.

Section 6.6. The Union agrees to provide location of Union business and means of contact.

Section 6.7. Union leave may be cancelled for purposes described in Article 20, paragraph 3.

ARTICLE 7
EMPLOYEE STATUS

Section 7.1. The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Union.

ARTICLE 8
RULES AND REGULATIONS

Section 8.1. The Union recognizes that the Employer, under this Agreement, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures which regulate the conduct of employees and the conduct of the Employer's services and programs. The Union agrees that its members shall comply with all Fire Department rules and regulations and general work rules including those relating to conduct and work performance.

Section 8.2. To the extent possible the Employer agrees that additions and changes to rules, regulations and general work rules shall be provided in writing to the Union fourteen (14) days in advance of their implementation. The Union may request a Labor-Management meeting to seek clarification or to present alternative viewpoints with respect to such additions or changes. Grievances will not be filed prior to the Union and City discussion regarding a new or revised policy.

ARTICLE 9
PAST PRACTICES

Section 9.1. A past practice must follow a pattern of conduct which has existed for a reasonably long time, occurred repeatedly, and been clear and consistently followed.

Section 9.2. Nothing in this article is intended to prevent management from exercising its managerial rights under Article 4 of the current Collective Bargaining Agreement or O.R.C. 4117.

ARTICLE 10
PROBATIONARY PERIOD

Section 10.1. New Hires. The probationary period for newly hired employees shall consist of a total of two thousand four hundred (2,400) hours worked after completion of training required as a condition of employment (i.e., two hundred forty [240] hour firefighter school).

Section 10.2. The probationary period must be completed prior to graduating to step "C" of the payroll classification. After completion of the probationary period, and graduation to step "C," all future anniversary dates shall refer to the employee's actual date of hire as per Civil Service placement.

Section 10.3. Discipline/Evaluations. A newly hired employee shall be subject to discipline, at the sole discretion of the Employer, with no right of appeal during the initial forty (40) shifts actually worked from the date of hire. The parties agree that every ten (10) shifts the employee

shall be evaluated in writing and given feedback as to his performance. A probationary employee that is disciplined may file a grievance over discipline issued during the initial forty (40) shifts actually worked; however, such grievance shall not be eligible for Arbitration.

ARTICLE 11 **SENIORITY**

Section 11.1. Seniority shall be determined by continuous service in the Fire Department, calculated from the date of original appointment.

Section 11.2. Continuous service shall be broken only by resignation, discharge, retirement, leave of absence or layoff, except that continuous service shall not be broken by layoff if returned to work within three (3) years.

Section 11.3. Seniority credit for leave of absence shall be in accordance with the rules adopted by the Municipal Civil Service Commission.

Section 11.4. Employees with the same appointment date shall be assigned to the seniority list in the order of their ranking on the Civil Service eligibility list.

Section 11.5. All schools, seminars, and educational opportunities offered by the Employer, other than remedial training, which includes but is not limited to Haz Mat, Fire Investigation, Rope Rescue, Paramedics, Water Rescue, and Trench Rescue will be offered on a seniority basis with proper prequalification. Officer training will be chosen at the discretion of the Chief.

ARTICLE 12 **PERSONNEL REDUCTION**

Section 12.1. In the event of personnel reduction, the employee with the least seniority shall be laid off first. Employees shall be placed on a recall list and recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority calculated from the date of original appointment. No new employees shall be hired until all laid off employees have been given the opportunity to return to work in their former capacity, providing such recall occurs within three (3) years from the date of the layoff. Employees laid off in excess of three (3) years shall be removed from the recall list.

Section 12.2. Notification of recall shall be by certified mail to the address on file and the employee shall report for work within fourteen (14) calendar days of the receipt of the notification. It is the employee's responsibility to provide the latest address to the Employer. Failure to report to work within fourteen (14) calendar days or refusal of recall shall forfeit recall rights and the employee's name shall be removed from the recall list.

Section 12.3. The Employer may require a physical examination upon recall to determine the employee's ability to perform the job for which he is recalled. Such physical examination is to be conducted by the Employer's physician examiner at the Employer's expense.

Section 12.4. The Employer shall notify the Union and each affected employee of its intention to layoff or otherwise reduce the number of employees at least fourteen (14) calendar days prior to the reduction.

Section 12.5. If the employee is laid off from the Fire Department, he shall be paid for all unused holiday/vacation and any unused compensatory time immediately upon the date of his layoff. The Employer shall also maintain all health insurance benefits for any laid off employee for the month in which the layoff occurs and the month following his layoff providing the employee pays the appropriate employee co-payment portion of the premiums.

ARTICLE 13 **PROMOTIONS**

Section 13.1. All promotions shall be made in accordance with Civil Service Rules adopted by the Municipal Civil Service Commission of the City of Marion in accordance with the Ohio Revised Code. The promotional process will at a minimum include a written and an oral component by an outside agent or entity. The written component will comprise seventy percent (70%) of the score prior to awarding seniority credits. The written test will be given sixty (60) calendar days after notification has been posted at all three (3) fire stations. Promotions will be filled within one hundred eighty (180) calendar days after vacancy.

Section 13.2. The Fire Department promotional testing for line officers (Lieutenant, Captain, Platoon Chief, and Fire Chief) shall consist of two (2) components. The testing will be administered by an outside agency selected by the Civil Service Commission and overseen by the Civil Service Commission.

1. A written component that will comprise seventy percent (70%) of the final grade prior to seniority points. The candidate must have a passing grade on the written test to advance to the oral portion of the testing process.
2. The oral examination shall consist of a tactical exercise that will comprise thirty percent (30%) of the final grade prior to seniority points.

Promotional testing for forty (40) hour specialty positions (Training Officer and/or Fire Inspector) shall consist of two (2) components. The testing will be administered by an outside agency selected by the Civil Service Commission and overseen by the Civil Service Commission.

1. A written component that will comprise seventy percent (70%) of the final grade prior to seniority points. The candidate must have a passing grade on the written test to advance to the oral portion of the testing process.
2. The oral examination shall be comprised of components directly related to the Job Description, and will comprise thirty percent (30%) of the final grade prior to seniority points.

All reference material will be selected from a list provided by an approved testing facility or the latest editions and copies will be at each station.

ARTICLE 14 **DISCIPLINARY PROCEDURE**

Section 14.1. The tenure of every employee in the Union shall be during good behavior and efficient service and no such employee shall be disciplined without just cause. Examples of such shall be:

incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or any other failure of good behavior and efficient service, or any other act of malfeasance, misfeasance, or nonfeasance of duty. Discipline shall be applied in a progressive manner and uniformly to all employees. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

Section 14.2. In accordance with Article 4(k) of this Agreement, the Employer shall determine when discipline, of any type, is to be imposed upon a member of the Union.

Section 14.3. If it is determined by the Fire Chief that only an oral or written reprimand is applicable, the Fire Chief shall notify the employee and the Union of his intention and the time and place to receive the discipline. At this meeting the employee or the Union representative on his behalf will be afforded the opportunity to state the employee's case prior to the implementation of discipline.

Section 14.4. When discipline, beyond the level of an oral or written reprimand, is to be applied, then a predisciplinary hearing shall be held with the Safety/Service Director presiding. This hearing shall be held within fourteen (14) calendar days after the Safety/Service Director is advised of the need for same. The predisciplinary hearing may be extended by fourteen (14) calendar days by either party. The employee shall receive notice of his right to have the presence of his Union representative or legal representative at this hearing. The City will notify the Union of any disciplinary action taken.

Section 14.5. The principles of progressive disciplinary action will be followed, except when circumstances, as determined by the Fire Chief, warrant otherwise. Normal progressive discipline shall be applied as follows:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Discharge;
5. Removal (to be instituted only after all previous progressive steps set forth above with the exception of instances of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any acts of malfeasance, misfeasance or nonfeasance in office, in which instances such progressive discipline need not be applied).

Section 14.6. Discipline shall be corrective and applied in a uniform manner. Any notation of an oral reprimand for an offense in an employee's personnel file shall cease to have value in progressive discipline within one hundred eighty (180) calendar days from the date of its insertion, unless there is a second same or similar offense by the same employee, within said one hundred eighty (180) calendar day period. Such a second violation shall result in a written reprimand. Such a written reprimand shall cease to have value in progressive discipline in one (1) year from the date of its insertion, unless there is a third same or similar offense, by the same employee, within said one (1) year period. Such a third violation within one (1) year shall require a predisciplinary hearing with the Safety/Service Director. Any suspensions will have a personnel file life of two (2) years before ceasing to have value in progressive discipline providing there has been no intervening discipline for the same or similar offense.

Section 14.7. The Employer agrees not to suspend without pay, demote or discharge an employee without first conducting a predisciplinary hearing. This predisciplinary hearing shall be conducted during normal business hours of the Employer. Records of said discipline shall be removed from the employee's personnel file according to the City of Marion's record retention schedule.

Section 14.8. Following the predisciplinary hearing, the discipline may be imposed. Employees may initiate an appeal of time off discipline (suspensions), demotions, or removals at step 4 of the grievance procedures. (See Article 15)

ARTICLE 15 **GRIEVANCE PROCEDURE**

Section 15.1. Definitions. For the purpose of this procedure, the below listed terms are defined as follows:

- A. **Grievance.** A "grievance" shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation or non-compliance with the specific and express written provisions of this Agreement. It is not intended that the grievance procedure be used to neither effect changes in the articles of this Agreement nor address those matters not covered by this Agreement.
- B. **Grievant.** The "grievant" shall be defined as any employee or group of employees within the bargaining unit.
- C. **Days.** A "day" as used in this grievance and Arbitration procedure shall mean calendar days.

Section 15.2. Group Grievances. A grievance may be brought by any employee covered by this Agreement. When a group of bargaining unit employees desire to file a grievance involving each member of the group in a substantially similar manner, the Union or the Grievance Chairman may select one or more members to process the grievance as the designated representatives of the affected group members. All grievants must sign the grievance form. An employee who is unable to sign the grievance may authorize another employee to sign for him.

Section 15.3. Procedure Generally. The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. **Grievance Contents.** All grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; brief statement of the factual basis for the grievance; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the redress sought by the grievant. The parties may provide a form on which grievances are to be submitted and appealed.
- B. **Decisions.** All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and Union. All grievances and appeals from there must be in writing and presented to the named party or his designee.

- C. Informal Discussions/Adjustment. Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and as long as the bargaining representatives have the opportunity to be present at the adjustment. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- D. Representation. The grievant may be represented by the duly authorized representative of the Union at any step of the grievance procedure.
- E. Exclusive Remedy. The existence of this grievance procedure, hereby established, shall be deemed to require any employee to pursue the remedies herein provided, but shall not prohibit the right of any employee to pursue any other remedies available under law. Any employee who chooses any other available remedy, other than provided by this procedure, shall have waived and forfeited any remedies provided by this grievance procedure.
- F. Time Limits. The time limits provided herein will be strictly adhered to. Any grievance not initially filed or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be considered to have been answered in the negative and may be appealed to the next step in the grievance procedure in accordance with the applicable time limitations. The time limits specified for either party may be extended only by written mutual agreement.
- G. Procedure Limitations. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 15.4. Procedure. The following procedure shall be utilized in the resolution of grievances:

Step One: A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. This process shall be initiated by the member serving a request for informal resolution in writing, and acknowledged by his immediate supervisor. This request shall be made by the member grievant within twenty-eight (28) calendar days after the grievant knows or should have known the facts giving rise to the grievance, but in no case later than ninety (90) calendar days following the date of such facts. Any request beyond said time limit shall be rejected as not timely filed.

Step Two: Should the member-grievant not be satisfied with the answer to Step One (1), within fourteen (14) calendar days of receipt of the answer, the member may appeal the grievance to Step Two (2) by delivering a copy of the grievance form containing the written responses at the prior steps and any other pertinent documents to the Chief who shall date this form showing his receiving said documents. Within fourteen (14) calendar days of the date of receipt of that grievance, the Chief will hold a meeting to discuss the grievance. This meeting shall include the grievant and the Union representative. Within fourteen (14) days of the meeting, the Chief or his designee shall issue a written response to the grievance.

Step Three: If the grievant is not satisfied with the Step Two (2) response, within fourteen (14) days of receipt of the Step Two response, he may submit the grievance to the Safety/Service Director. Within

fourteen (14) calendar days of receipt of the grievance, the Safety/Service Director or designee shall hold a meeting involving the grievant and Union representative to discuss the grievance. Within fourteen (14) calendar days of the meeting, the Safety/Service Director or designee shall issue a written response to the grievance.

Step Four: If Step Three (3) does not provide a satisfactory resolution to the grievance, the Union may request that the matter proceed to Arbitration by submitting the written appeal to the Safety/Service Director. The request for Arbitration of a grievance must occur within twenty one (21) calendar days of the Step Three (3) response.

Section 15.5. Arbitration. Arbitration of a grievance shall be before a single Arbitrator. The Arbitrator shall be mutually selected by the Employer and the Union within fourteen (14) calendar days of the request for Arbitration. If the parties are unable to select an Arbitrator, they shall request a list of seven (7) Arbitrators with Ohio offices from the Federal Mediation and Conciliation Services, and shall select an Arbitrator from such list by alternatively striking names from said list until an Arbitrator is selected. The Union shall strike first as it is the moving party.

Section 15.6. Transcript Costs. Either party to the Agreement desiring transcripts of the Arbitration shall be responsible for the costs of such transcriptions.

Section 15.7. Arbitration Cost. Cost of the Arbitration shall be born by the loser. The Arbitrator is to determine the winner/ loser in the award.

Section 15.8. Authority of the Arbitrator. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently that is properly within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issue submitted for Arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 15.9. Arbitrability. The question of arbitrability of a grievance may be raised by either party before the Arbitration hearing of the grievance, 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. At the conclusion of that hearing, the alleged grievance will be heard on its merits before the same Arbitrator.

Section 15.10. Issue Presented. The parties, if a matter is submitted to Arbitration, shall formulate a submission agreement which will set forth the questions to be submitted to the Arbitrator. This agreement will be reduced to writing and signed by the parties.

If the parties fail to formulate such a submission agreement, then each party shall draft its proposed submission agreement which will be submitted to the Arbitrator and the Arbitrator will, after taking what evidence is necessary, formulate the questions to be decided. Arbitration shall be final and binding on both sides, but subject to appeal as provided for in the Ohio Revised Code.

Section 15.11. Employee Witnesses/Representatives. An employee requested to appear at the Arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith. It

is agreed that the calling of witnesses shall attempt to minimize disruption with the operations of the Department. Employees who are on duty will be released as needed to testify and then will return to duty. It is understood that the individual grievant and the President of the Union, or the President as the representative of the Local, shall be permitted to attend the Arbitration hearing. Such attendance of the grievant, President and employee witnesses at an Arbitration hearing shall not result in the loss of regular straight time wages, but in no event shall they receive overtime for attendance at Arbitration hearings pursuant to this article.

Section 15.12. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by this Agreement and by the grievance and Arbitration procedure contained in this Agreement.

Section 15.13. Pre-Arbitration Meeting. Either party may request, in writing, a pre-Arbitration meeting, and such a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of anticipated witnesses (with a description of anticipated testimony), and to exchange copies of any documents which may be used in the Arbitration hearing. Requests for such meeting shall be in writing and served on the other party at least thirty (30) calendar days after the grievance is moved to Arbitration. A meeting shall be scheduled for a date no later than twenty-one (21) calendar days after receiving a request for a pre-Arbitration meeting, unless the parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses, it shall inform the other party no later than twenty-one (21) calendar days after the pre-Arbitration meeting.

This pre-Arbitration process will not limit the ability of either party to introduce testimony or documents in rebuttal to testimony or documents presented by the other party as such may be necessary in the Arbitration hearing. The pre-Arbitration process is intended to enhance the successful resolution of grievances prior to Arbitration hearings.

ARTICLE 16 **SALARIES**

Section 16.1. Wages. The following changes in regular hourly rates of pay will become effective with this Agreement dated April 1, 2009, on the first full pay period after April 1st each year.

Permanent Firefighter/EMT

01-01-10	1.5 % increase
07-01-10	1.5 % increase
04-01-11	3.0 % increase

Lieutenant Step

E (Probationary)	6% above top rate of Firefighter/EMT
F (Permanent)	12% above top rate of Firefighter/EMT

Captain Step

E (Probationary)	5% above top rate of Lieutenant
F (Permanent)	10% above top rate of Lieutenant

Platoon Chief Step

E (Probationary) 5% above top rate of Captain
F (Permanent) 10% above top rate of Captain

The regular hourly wage rates and pay schedule for all bargaining unit members hired after January 1, 2010, shall be as follows:

<u>Classification/Step</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>
Firefighter (Entry)	\$10.82	\$27,000.00
Firefighter (Step 1)	\$11.32	\$28,250.00
Firefighter (Step 2)	\$11.82	\$29,500.00
Firefighter (Step 3)	\$12.62	\$31,500.00
Firefighter (Step 4)	\$13.42	\$33,500.00
Firefighter (Step 5)	\$14.42	\$36,000.00
Firefighter (Step 6)	\$15.42	\$38,500.00
Firefighter (Step 7)	\$16.83	\$42,000.00
Firefighter (Step 8)	\$18.23	\$45,500.00
Firefighter (Step 9)	\$20.07	\$50,091.48
Firefighter (Step 10)	\$20.17	\$50,343.57
Firefighter (Step 11- after 15 years)	\$20.27	\$50,595.67
Firefighter (Step 12- after 20 years)	\$20.39	\$50,898.18

Bargaining unit members hired after January 1, 2010, shall advance to the next successive step in the scale upon the completion of each successive year of full-time service as a City of Marion Fire Fighter until reaching Step 10. Thereafter, members will advance according to the length of service associated with the applicable step. Bargaining unit members without an EMT card at the time of hire shall be hired at the Entry Level Rate. Bargaining unit members possessing an EMT card at the time of hire shall be hired at the Step 1 Rate. Newly hired firefighters will be paid the same annual percentage wage rate increases as all other firefighters.

Section 16.2. Pension Fund Contribution. The Employer's contribution to the Police and Fire Disability and Pension Fund shall remain at six percent (6%) for the duration of this Agreement.

Section 16.3. ERIP Program. During the term of this Agreement, the Employer shall offer bargaining unit members, as they become eligible to retire, an early retirement incentive program. When offered, the program shall consist of a participating employee being offered one (1) year's base salary, at his existing rate of pay, in exchange for his agreement to voluntarily leave his employment with the City of Marion by a mutually agreed to date. The employee shall be required to execute an agreement that permits the incentive payment to be paid over five (5) years, and monetary severance payments to be paid over three (3) years. At the discretion of the Employer, the severance pay may be paid earlier than the three (3) year period. The rate of pay for the leave payment shall be the rate the leave would otherwise be paid at had the employee remained on the payroll. The Agreement shall contain all other terms and conditions of the program that the Employer determines to be necessary for legal compliance and liability waiver purposes.

ARTICLE 17
WORKDAY AND WEEK

Section 17.1. Forty-eight (48) hour personnel shall work a three (3) platoon, twenty-four (24) hour shift. The twenty-four (24) hour shift shall commence at 0700 hours and continue through to 0700 hours the following day and constitutes one (1) work day. Forty-eight (48) hour personnel shall work an average forty-eight (48) hour work week. For purposes of light duty or a transitional work period resulting from an on duty injury and with the approval of the attending physician, forty-eight (48) hour scheduling may be changed to Monday through Friday eight (8) hours per day. The forty (40) hour Captains shall work an average forty (40) hour week, under normal circumstances being Monday-Friday, eight (8) hours per day, but for the purposes of special events, this schedule may be temporarily altered by the Chief of the department on a weekly basis to accommodate the needs and requirements of the special events.

Section 17.2. The Union and the Employer agree that, from time to time, training and retraining for the betterment of the Department and its employees is essential, and personnel in certain specialty positions such as, but not specifically limited to, supervisory personnel, Haz-Mat response personnel, fire investigators, and paramedics may be required to attend off duty classes and educational seminars.

Section 17.3. The Employer and the Union agree that although, in most situations, the training is not a condition of employment, the training is considered to be an integral part of the day-to-day operations of the Department, is directly related to the scope of the employee's duties and to the safety of its members. The employees in specialty positions may be required to participate in such training, and will be offered one of the following options reflecting their schedules during the time frame of the courses:

- A. If the course involves two (2) or more of the employee's regularly scheduled duty days, the employee will be placed on a forty (40) hour schedule for the week(s) involved. A week, for the purpose of this usage, is 0700 Sunday to 0700 the following Sunday.
- B. If the course involves less than two (2) of the employee's regularly scheduled duty days, the employee shall be offered flex time for the hours spent off duty, including drive time, in attending these courses, and shall be released from duty to attend the courses on those days which he is scheduled to work.
- C. If the required training is a one (1) day or partial day training falling solely on the employee's regularly scheduled duty day, the employee shall be released from duty for the duration of the course, and shall then return to work the balance of his shift.

Section 17.4. Flex Time Defined. Flex time is a method of compensation for the employee which allows the employee to receive paid time off equal to the hours spent off duty while on departmental business. No specific time frames shall be imposed as to the "banking" of flex time hours, with the intent being to allow an employee to bank his hours accordingly to use the flex time for an entire twenty-four (24) hour shift.

Recordkeeping methods for tracking flex time shall be established by the Chief of the department and a monthly statement provided to the Union. Flex time may also be awarded for situations other than #2 above, at the Chief's discretion, with the mutual consent of the employee. Members will use flex-time prior to any time due when requesting time off (excluding sick leave) unless members are in jeopardy of exceeding vacation maximum accumulation. City agrees to pay members for any accrued flex-time upon retirement or leaving the service of the City of Marion for any reason.

Section 17.5. It shall be determined by the Fire Chief, on a case-by-case basis, as to whether an employee is to be released early from work, or has to return to work on his regularly scheduled duty day, should the class or course only involve a portion of that duty day.

Section 17.6. Hours worked in excess of forty-eight (48) hours per week, without flex time compensation, shall be paid to the employee as overtime, at a rate of one and one-half (1.5) times his regular rate of pay.

ARTICLE 18 **BASIC RATE OF PAY**

Section 18.1. Definitions.

- A. **Basic Rate of Pay.** The term basic rate of pay shall be the hourly rate which includes longevity.
- B. **Regular Rate of Pay.** The term regular rate of pay shall be the basic rate of pay plus educational achievement pay added, as reflected on individual payroll stubs.

Section 18.2. It is agreed that all articles of this Agreement that address remuneration will specify the rate of pay as either basic rate of pay or regular rate of pay.

ARTICLE 19 **SHIFT CHANGE**

Section 19.1. Two (2) or more employees shall have the right to request to exchange shifts, other than a permanent transfer, when the change does not interfere with the operations of the Fire Department and has the prior approval of the Fire Chief or designee. Such request must be made at least twenty-four (24) hours in advance of requested change unless an emergency exists, and shall not result in overtime.

ARTICLE 20 **OVERTIME**

Section 20.1. In the event that a need for overtime occurs in the Fire Department, overtime shall accrue to members of the Union and shall be voluntary. The employee shall be paid at the rate of one and one-half (1 1/2) his regular rate of pay for a minimum of one (1) hour in excess of his regularly scheduled hours of work. This type of overtime shall hereafter be referred to as holdover time.

Section 20.2. Any employee who is called in to work after leaving his regular shift shall be paid at the rate of one and one-half (1 1/2) his regular rate of pay for all time worked. If such call in occurs within four (4) hours of the start of his regular shift, the employee shall be paid for a minimum of two (2) hours. Otherwise, an employee shall be paid for a minimum of four (4) hours. The recall of employees shall be voluntary. All recall overtime shall be distributed and rotated equally among all employees according to their standing on the seniority roster within their respective classifications. The Employer agrees to maintain a log to show the time of the call and the response from each person as to whether it was accepted, refused, no answer, sick, vacation, or on duty. This type of overtime shall hereafter be referred to as manpower time. Employees are not expected to participate in this voluntary overtime procedure when scheduled off for vacation, holiday, or compensatory time.

Section 20.3. If an emergency is declared by the Mayor, Safety/Service Director, Fire Chief, or Officer in Charge and/or a General call-in as per departmental policy is deemed necessary, then recall shall be mandatory for all members and the normal overtime procedure shall be disregarded. A minimum of three (3) hours at two (2) times their regular rate shall be paid for any emergency recall. This type of overtime shall hereafter be referred to as emergency call-in time.

Section 20.4. Mandatory off-duty attendance at meetings, training, drills or other Fire Department activity shall be paid at the rate of one and one-half (1 1/2) their regular rate for the actual number of hours attended.

Section 20.5. Non-mandatory attendance shall be one and one-half (1 1/2) compensatory time hours, in accordance with work rules of the Employer, subject to the prior approval of the Fire Chief and Safety/Service Director.

Section 20.6. Overtime may be converted to compensatory time at the employee's request.

Section 20.7. A recall is defined as a need for manpower for an existing operational incident. A recall is not defined as manpower for daily operations or an increase of manpower on duty as determined by the Officer-in-Charge.

1. Any recall will be paid at a minimum of three (3) hours at two (2) times the regular rate.
2. A holdover is one and one-half (1 1/2) times the regular rate until a recall is made, then holdover personnel go to two (2) times the regular rate for the hours worked.
3. A holdover without recall is one and one-half (1 1/2) times the regular rate and mandatory until released by the Officer in Charge.
4. Investigators are one and one-half (1 1/2) times the regular rate unless a recall is made, then shall be paid a three (3) hour minimum at two (2) times the regular rate.
5. A Hazardous Materials Team recall shall be paid a three (3) hour minimum at two (2) times the regular rate.
6. Daily manning overtime remains at one and one-half (1 1/2) times the regular rate of pay during the recall.

7. All overtime will be distributed in an equal manner. All recall overtime, daily manning, and special overtime (i.e., arson, hazmat, and rope rescue), the person's name will be moved on the overtime board. The only exception to this will be General call-in and holdover on a call.

ARTICLE 21
PROTECTIVE CLOTHING, EQUIPMENT AND STATION UNIFORMS

Section 21.1. Each new Fire Department employee shall receive an original clothing issue from the Fire Department Quartermaster system, which is to be established and maintained by the Employer as follows:

<u>STATIONWEAR</u>		<u>PERSONAL PROTECTIVE EQUIPMENT</u>	
Pants	4	Boots	1 pair
Shirts	4	Safety Glasses With Straps	1 Pair
Belt	1	Nomex/PBI Hood	1
Shoes	1 pair	Helmet	1
Squad Jacket	1	SCBA Facepiece	1
T-Shirt	2	Bunker Pants	1 pair
Firefighter Work Shirt	1	Turnout Coat	1
Socks	5 pair	Gloves	1 pair
		Flashlight	1

Annually, the following items shall be issued to each forty-eight (48) hour employee:

Uniform shirts long or short sleeved	2
Uniform pants	2
T-Shirt	2
Firefighter Work Shirt	1
Pair socks	5

Annually, the following items shall be issued to each forty (40) hour employee:

Uniform shirts, long or short sleeve	4
Uniform pants	4
Pairs socks	5
T-Shirt	2
Firefighter Work Shirt	1

Items damaged through normal wear and tear shall be repaired or replaced by the Employer.

Section 21.2. The Employer shall furnish and thereafter maintain at no cost to the employee all personal protective equipment necessary to preserve and protect the safety and health of the Firefighters.

Section 21.3. The safety and protective equipment furnished by the Employer under this Agreement shall meet the applicable performance standards as specified by the NATIONAL FIRE PROTECTION ASSOCIATION.

Section 21.4. Probationary employees shall be equipped with properly fitted in stock, personal protective equipment if available; if none is available, new items shall be obtained.

Section 21.5. Routine inspections and cleaning of personal protective equipment will be done by each Firefighter on his own equipment. The OIC of each crew will make sure all personnel comply.

Personal protective equipment found to be deficient will be repaired or replaced in a timely manner by the Quartermaster.

Section 21.6. The Quartermaster system shall be established and maintained by the Fire Chief, Quartermaster, with the approval of the Safety/Service Director.

Section 21.7. The Employer agrees to maintain twenty (20) sets of replacement gear.

ARTICLE 22 **VACATION**

Section 22.1. Each Fire Department employee shall be eligible for one-half (1/2) vacation leave with pay after six (6) months service with the Employer. Employees earn vacation allowance as of their first date of employment. Vacation shall be earned based on the following schedule:

0 through 5 years	=	2 weeks
6 through 11 years	=	3 weeks
12 through 18 years	=	4 weeks
19 years and over	=	5 weeks

Section 22.2. Unused vacation shall accumulate up to four (4) times the annual rate.

Section 22.3. Upon retirement or resignation, all unused accumulated vacation hours, subject to the maximum of three (3) times the annual accrual shall be paid for at the employee's regular rate of pay at the pay period following their separation for non-COLA members. COLA members shall be paid in two (2) checks. Unused accumulated vacation hours of a deceased employee shall (subject to maximum stated above) be paid in accordance with Section 2113 of the Ohio Revised Code.

ARTICLE 23 **HOLIDAYS**

Section 23.1. Each Fire Department employee on a forty-eight (48) hour work week shall accumulate paid holidays on a twenty-four (24) hour basis as follows:

0 through 3 years	96 hours per year
4 through 7 years	144 hours per year

8 through 18 years	192 hours per year
19 through 22 years	264 hours per year
23 years and over	288 hours per year

Section 23.2. Each Fire Department employee on a forty (40) hour work week shall accumulate holidays on an eight (8) hours basis as follows:

0 through 11 years	96 hours per year
12 through 18 years	104 hours per year
19 years and over	112 hours per year

These holidays shall be designated as follows:

48 Hour Employees

New Year's Day
 Christmas Day
 Good Friday
 Martin Luther King Day
 Memorial Day
 Easter Sunday
 Independence Day
 Veteran's Day
 Labor Day
 Flag Day
 Thanksgiving Day
 Columbus Day
 St. Patrick's Day
 New Year's Eve

40 Hour Employees

New Year's Day
 Christmas Day
 Good Friday
 Martin Luther King Day
 Memorial Day
 Easter Sunday
 Independence Day
 Veteran's Day
 Labor Day
 Flag Day
 Thanksgiving Day
 Columbus Day
 St. Patrick's Day
 New Year's Eve
 Friday following Thanksgiving
 Christmas Eve

Section 23.3. Should any employee be required to work on any of the following holidays, they shall receive compensatory time at a rate of one-half (1/2) the total hours worked on the holiday, in addition to twenty-four (24) hours of pay (example: twenty-four [24] hours worked will receive twelve [12] hours compensatory time).

New Years' Day
 Christmas Day
 Easter Sunday
 Thanksgiving Day
 Memorial Day

Section 23.4. Should any employee be required to work on any of the following holidays, he shall receive compensatory time at a rate of one-fourth (1/4) the total hours worked on the holiday in addition to twenty-four (24) hours of regular pay (example: twenty-four [24] hours worked will receive six [6] hours compensatory time).

Good Friday
Independence Day
Labor Day
St. Patrick's Day
Martin Luther King Day
Veteran's Day
Flag Day
Columbus Day
New Year's Eve

Section 23.5. Upon retirement or resignation, all unused accumulated holiday hours, subject to a maximum of nine hundred thirty-six (936) hours for forty-eight (48) hour personnel and seven hundred eighty (780) hours for forty (40) hour personnel, shall be paid at the employee's regular rate of pay, at the pay period following separation. Non-COLA retirees shall receive one (1) check and COLA retirees shall receive two (2) checks. Unused accumulated holiday hours of a deceased employee (subject to the maximum stated herein) shall be paid in accordance with Section 2113 of the Ohio Revised Code.

ARTICLE 24 **NON-ACCUMULATIVE HOLIDAYS**

Section 24.1. In addition to the holiday days, designated in Article 23 of this Agreement, two (2) additional holidays, Presidents' Day and General Election Day, shall be granted to the forty-eight (48) hour employees of the Fire Department, and two (2) additional holidays including General Election Day and President's Day, shall be granted to the forty (40) hour employees of the Fire Department after twenty-five (25) years of service. The holidays specified herein shall be used in the year occurred, are not accumulative, and are designated for retirement purposes only.

Section 24.2. Any day declared a national holiday by the federal government shall become an additional non-accumulative holiday.

Section 24.3. Upon retirement all unused holidays shall be paid to a maximum of forty-eight (48) hours. This payment is not subject to the limitation in Article 23.

Section 24.4. In addition to the holidays days designated in Article 23 of the agreement, one (1) additional twenty-four (24) hour holiday (employee's birthday) shall be granted to the forty-eight (48) hour employees of the fire department and (1) additional eight (8) hour holiday (employee's birthday) shall be granted to the forty (40) hour employees after twenty-two (22) years of service. The holidays specified herein shall be used in the year occurred and are not accumulative.

ARTICLE 25 **SCHEDULING TIME OFF**

Section 25.1. Approval of Days Off. Requests for time off shall be made to and approved by the Platoon Chief or the crew O.I.C. This includes holidays, free days, compensatory time, flex time and vacation time. The employee must identify to the O.I.C. the type of time off requested. The time may be used in any amounts of one-half (1/2) hour or more. The type of day must be

designated at the time of request so that the Morning Report can be properly filled out. Time off will be written on the calendar by the O.I.C. or delegate only. Platoon Chiefs cannot sign up to be the fourth man off if it causes overtime or reduces officer level to one without the approval of the Chief. If the Platoon Chief has selected first, second, or third in the accumulated time off selection, a Firefighter may not sign up as the fourth man off without the approval of the Chief.

Section 25.2. Maximum Officers Allowed Off. Under normal conditions no more than three (3) officers shall be off duty each day (including Kelly day, vacation, holiday, compensatory time, flex time or free day). Any exception shall be brought to the attention of the Chief and receive his approval.

Section 25.3. Number of Personnel Off. There shall be no more than three (3) suppression personnel on vacation, holiday, compensatory time, flex time, or free day without the approval of the Chief. Platoon Chiefs are exempt from this except for that which is addressed in paragraph one (1).

Section 25.4. Charging of Time. Time off may be charged to vacation, holiday, compensatory time, flex time or free day provided the employee has hours existing in those categories.

Section 25.5. Kelly Days. There shall be no more than (1) officer on any given Kelly Day. Kelly Days will be picked by strict departmental seniority. Kelly Days will be picked in November for the next year and will take effect January 1st.

Section 25.6. Vacation. Vacation is defined as Sunday 0700 to the following Sunday at 0700. This period constitutes one (1) week vacation, regardless of the hours charged.

- A. Prime time for vacations will be from January 1 to December 31 inclusive.
- B. Primary vacation picking for the ensuing year will commence November 1 and end December 31 of the previous year.
- C. Each member, in order of seniority, shall be contacted by the O.I.C. of the crew each day, asking for his vacation selection (a Platoon Chief, in order to secure vacation pick may pick in order of seniority). After receiving notification, each Firefighter shall have no more than seventy-two (72) hours to make his selection or he will be passed and the list proceeds to the next person on the seniority list.
- D. The vacation list shall remain in the Captain's office to facilitate the picking, and make controlling the list easier by the daily O.I.C.
- E. Vacations picked during this time will not be subject to change other than cancellation or in case of sickness or injury.
- F. Only one (1) year accumulation of vacation will be permitted on the first round of picking. One (1) additional year of accumulation can be picked on the second round of picking provided the employee has the hours available.

Section 25.7. Holiday Policy. Using the same procedure as for vacations, holidays will be chosen for the holiday “prime time” period, which is May 1 through September 30. The holiday list for picking will only go around twice. A holiday on a holiday will be drawn separately by the crew affected. If your name is drawn, you may choose from the days available until all openings are filled or passed. After the rounds, and the holiday on a holiday pick, the calendar will be opened on a first come, first serve basis. A twenty-four (24) hour holiday takes precedence over a split holiday.

Section 25.8. Vacation & Holiday Cancelling. In the event that a person cancels his vacation schedule for May through September, the holiday list shall be referred to as the starting point to choose these open days, beginning with the first person not given an opportunity. In the event a person cancels a vacation October 1 through April 30, the days will be drawn for by the crew affected. If your name is drawn, you may choose a day available. This process repeats until all openings are filled or passed, then they are open days. Cancelling of time off during May through September, the holiday list shall be referred to as the starting point to choose the open day. Cancelling of time October 1 through April 30, days are open for crew to choose.

In order to cancel scheduled time off and work, a person must notify the O.I.C. of his intentions prior to 6:30 a.m. This must be done in order to insure proper utilization of the overtime list. If an employee comes into work on a day he holds as a holiday without notifying his O.I.C. as stated above, the employee will be charged for six (6) hours of time.

Section 25.9. The Employer reserves the right to cancel any scheduled time off if the Mayor or Safety/Service Director declares an emergency for the City of Marion. If pre-scheduled time off is canceled and the employee provides substantial evidence of expenses that cannot be reimbursed, the Employer will reimburse the employee up to three hundred dollars (\$300.00).

ARTICLE 26 **SICK LEAVE**

Section 26.1. Sick leave shall be accumulated by the forty (40) hour employees at the rate of 4.616 hours for each completed eighty (80) hours of service. Sick leave shall be accumulated by the forty-eight (48) hour employees at the rate of 6.921 hours for each completed ninety-six (96) hour pay period.

Section 26.2. Unused sick leave shall be accumulative without limitation.

Section 26.3. Sick leave may be used for the following reasons:

- A. Illness of the employee or injury/illness/death of an immediate family member when the employee's presence is reasonably necessary.
- B. Exposure of the employee or a member of the immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental or optical examinations or treatment of the employee or such examinations or treatment to a member of the immediate family when the employee's presence is reasonably necessary.

- D. Childbirth and/or related medical conditions (FMLA usage only when medically necessary).
- E. On-the-job injury of the employee after "Injury with Pay" has expired.

Section 26.4. An employee requesting sick leave shall notify the Platoon Chief or designee as soon as possible before the scheduled tour, preferably the night before but no later than one-half (1/2) hour before the scheduled tour begins. The employee will submit to such medical examination or other inquiry the City deems necessary, at the City's expense.

Section 26.5. Members requesting sick leave under FMLA will be allotted ninety-six (96) hours usage then an option to remain on FMLA using time due (i.e., holiday, vacation etc.) or just remain on sick leave without FMLA stipulations. Members on FMLA sick leave usage will not be counted against their annual sick leave sellback.

Section 26.6. Upon the employee's request, vacation and holiday leave may be used to cover absences after sick leave is exhausted.

Section 26.7. Immediate family for purposes of this article is as defined in Article 28, Bereavement Leave.

Section 26.8. All employees may elect to sell back unused sick leave, on an annual basis, according to the schedule below, provided four hundred eighty (480) hours remain after the sell back. At the employee's option, all or any part of hours eligible to be sold back may be converted to compensatory time.

Zero (0) hours used, one hundred forty-four (144) hours maximum sell back. Every hour used reduces eligible hours of sell back by one and one-half (1 1/2) hours (i.e., twenty-four [24] hours used reduces sell back by thirty-six [36] hours, from one hundred forty-four (144) to one hundred eight [108]).

Section 26.9. Payment for these hours takes place in the first pay period of December 1 of each year. Payment will be at the employee's regular rate of pay. A request must be made in writing to the Fire Chief prior to December 1 in order to receive payment for any hours. Sick leave usage from the preceding year will be used to determine the number of hours an employee is eligible to sell back.

Section 26.10. An affidavit provided by the Employer, or a medical certificate from a licensed physician certifying or affirming the nature of the illness and the capability to return to work, must be presented to the Chief or designee by an employee who has been absent for three (3) or more consecutive work days, or the employee will not be permitted to return to work. At the discretion of the Safety/Service Director, a certificate or affidavit may be required for absences of less than three (3) workdays. The failure to present such a certificate or affidavit may result in loss of pay or disciplinary action.

Section 26.11. Upon retirement or service disability, the employee shall be paid for thirty-two (32) hours for each year of service, subject to a maximum of nine hundred (900) hours, of accumulated and unused

sick leave at the present regular rate of pay. In the event of death of an employee, his heirs or estate shall be paid in this manner.

ARTICLE 27 **INJURY WITH PAY**

Section 27.1. If an employee becomes unable to work because of a job-related disabling condition, the Employer shall pay to the employee his normal rate of pay for a period of one hundred eighty (180) calendar days, and if necessary the Safety Director may grant another ninety (90) calendar days, under the following conditions:

1. The Industrial Commission of the State of Ohio determines the injury occurred as a result of performance of the employee's job.
2. The Industrial Commission of the State of Ohio determines the medical records indicate the employee's inability to work.

Section 27.2. No sick leave shall be deducted during the period of time determined above by the Industrial Commission of the State of Ohio.

Section 27.3. In the event an employee is found to have been exposed to an infectious/contagious disease in the course or scope of employment with the Employer, the Employer shall inform the employee of such exposure as soon as the Employer acquires such knowledge.

In the event the examining physician for such exposure deems it necessary to require immunization, booster and/or antibiotic as a preventative measure, the Employer will bear the full burden of any cost not accepted by the Industrial Commission of Ohio or the employee's insurance carrier.

Section 27.4. Light Duty Program. The parties agree to implement a mandatory light duty work program. The program will be administered by the Fire Chief.

ARTICLE 28 **BEREAVEMENT LEAVE**

Section 28.1. In the event of death in the immediate family, the employee shall be allowed twenty-four (24) hours off with pay, which shall be limited to spouse, children, stepchildren, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister, brother or any other blood relative living under the same roof as the employee.

Section 28.2. Bereavement Leave shall not be deducted from the employee's accumulated sick leave.

Section 28.3. Additional time may be allowed off for just cause with the approval of the Chief of the Fire Department or his designee. Such additional time off shall be deducted from the employee's accumulated sick leave.

ARTICLE 29

HEALTH, HOSPITALIZATION, DENTAL AND PRESCRIPTION INSURANCE

Section 29.1. Insurance. The Employer shall continue to offer Health, Dental and Prescription insurance coverages as is recommended by the Joint Health Care Committee and approved by City Council for the life of this Agreement. Effective January 1, 2010, the Employer shall contribute eighty-five percent (85%) and bargaining unit members shall contribute fifteen percent (15%) for the premium cost of health care and ancillary coverage under the applicable plan with a per pay cap of sixty-five dollars (\$65.00) for calendar year 2010, seventy-five dollars (\$75.00) for calendar year 2011, and eighty-five dollars (\$85.00) for calendar year 2012.

Section 29.2. Insurance Opt-Out. The City agrees to offer a one hundred dollar (\$100.00) monthly opt out clause, paid quarterly to members which have alternative coverage. Only one (1) monthly opt-out will be made per family. The employee must provide proof of insurance coverage from an insurance plan not funded by the City of Marion.

Section 29.3. Health Care Committee. During the life of this Agreement, the City shall continue to use the function of the "insurance committee." The "insurance committee" will be responsible for fulfilling its mission to "determine the insurance benefits provided by the City to all employees by majority vote, subject to the approval of City Council, and to maintain reasonable control over health care costs."

Section 29.4. HSA Contributions. Effective January 1, 2010, the Employer shall decrease its contribution into the HSA fund by an additional three dollars and seventy-five cents (\$3.75) per pay for single coverage and an additional seven dollars and fifty cents (\$7.50) per pay for family coverage, and the employee may increase his annual HSA contribution for 2010.

Effective January 1, 2011, the Employer shall decrease its contribution into the HSA fund by an additional five dollars (\$5.00) per pay for single coverage and an additional ten dollars (\$10.00) per pay for family coverage, and the employee may increase his annual HSA contribution for 2011.

Effective January 1, 2012, the Employer shall decrease its contribution into the HSA fund by an additional six dollars and twenty-five cents (\$6.25) per pay for single coverage and an additional twelve dollars and fifty cents (\$12.50) per pay for family coverage, and the employee may increase his annual HSA contribution for 2012.

ARTICLE 30

LIFE INSURANCE

Section 30.1. The Employer shall provide at no cost to the employee a twenty thousand dollar (\$20,000) term, double indemnity life insurance policy.

Section 30.2. The City is to notify the Union of memos sent to new hires or notification of changes in availability of optional life insurance plan.

ARTICLE 31
JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

Section 31.1. It is the desire of the City of Marion and IAFF Local No. 379 to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, deaths, injuries and illness in the Fire Service.

Section 31.2. Protective devices, wearing apparel, and other equipment necessary to properly protect Firefighters shall be provided by the City of Marion. These devices, apparel, and equipment shall be inspected by the Joint Occupational Safety and Health Committee on a periodic basis to ensure proper maintenance and replacement.

Section 31.3. The City of Marion and IAFF Local No. 379 shall each appoint two (2) members to the Safety and Health Committee. The four (4) members shall mutually select a fifth (5th) member, who shall serve a two (2) year term. If the members are unable to select a fifth (5th) member, they shall obtain a list of qualified, registered voters, who are residents of the City of Marion, from the office of the State Fire Marshal, and select the fifth (5th) member by alternately striking names.

Section 31.4. Safety Committee members will be granted time off with pay when jointly meeting with management, and for any inspection or investigation of safety or health problems in the Fire Department.

Section 31.5. The City of Marion shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

Section 31.6. The Committee will meet at least twice annually.

Section 31.7. This Committee will be guided by, but not be limited to the following principles:

- A. Make immediate and detailed investigation only into each accident, death or injury to determine the fundamental causes.
- B. Develop data to indicate accident sources and injury rates. Develop uniform reporting procedures.
- C. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.
- D. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of fire fighting.
- E. Promote and participate in advertising safety and in selling the safety program to the employees through department meetings.

In line with the goals listed above, the Committee shall:

- A. Make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions.

- B. Make periodic inspections of the Fire Department facilities, but not less frequently than once per year.
- C. Review and analyze all reports of accidents, deaths, injuries and illness. Investigate causes and recommend rules and procedures for the promotion of health and safety of the fire fighters.
- D. Keep minutes of all Joint Committee meetings and a written report shall be prepared for review at the next Committee meeting.

Section 31.8. A record shall be kept of accidents, injuries and illness by the Fire Department and made available on request to the Joint Safety Committee.

Section 31.9. All disputes arising under this article shall be considered proper subjects for adjustment under the grievance procedure. Any such grievance shall be introduced at the Safety/Service Director level.

ARTICLE 32

EDUCATIONAL ACHIEVEMENT PAY

Article 32.1. Those employees licensed as an EMT-P by the State of Ohio shall be paid, in addition to the rate of pay provided for under Article 16, Salaries, ninety cents (\$.90) per hour. The Employer shall provide educational opportunities for the employees to satisfy their required continuing education requirements by the State of Ohio. It shall be the employee's responsibility to obtain his own continuing education requirements either through the Employer's training opportunities, from an outside agency, or any other training center.

Paramedic Recertification Clause

- 1) State Certified Paramedics required on the Marion City Fire Department:
 - a) Two medic squads in operation will require a minimum of twenty-one (21) paramedics on the Department (excluding those of officer rank).
 - b) Each Medic engine placed in service will require an increase of three (3) paramedics over the twenty-one (21) minimum.
 - c) Each additional full-time medic squad placed in service will require an increase of six (6) paramedics over the existing minimum.
 - d) Current and planned operations as of April 1, 2000, are two (2) full-time medic squads and one (1) full-time medic engine, with one (1) full-time medic engine being placed in service after April 1, 2000, requiring a minimum of twenty-seven (27) paramedics in the Firefighter rank.

- 2) Reduction of Paramedic Certification
 - a) Any current paramedic hired prior to April 1, 2000, may reduce his level of certification from Paramedic, provided department minimums are met as explained in Section 1.
 - b) The Fire Chief must be notified in advance with a written request to reduce certification level
 - c) Upon receiving a request to reduce certification level, department seniority will determine who is eligible by the notification of all paramedics who are senior to the paramedic making the request.
- 3) Training of additional Paramedics
 - a) Attempts will be made to hire paramedics for the replacement of retirees.
 - b) The Employer will make attempts to increase the number of paramedics on the department by two (2) per year through replacement of retirees or current employees trained.
 - c) Paramedic class, if available, will be offered to current employees on a volunteer basis, in response to the increase of two (2) per year goal.
 - 1) The cost of the training will be born by the Employer with "flex time" scheduling required of those attending.
 - 2) The training will be offered on a seniority basis within reason.
 - 3) The Chief reserves the ability to transfer an employee should two (2) firefighters be enrolled in the Paramedic Class from the same crew.
- 4) Failure to recertify
 - a) Any paramedic who fails to recertify and falls under the State Certified Paramedic required section of this clause to keep their certification will be considered in violation of this Agreement and be subject to disciplinary action using the progressive discipline as stated in this Collective Bargaining Agreement. Exception: after the proper and timely submission of a paramedic's rectification paperwork, a delay caused by the State Department of Public Safety in processing a paramedic's recertification paperwork will not be considered a failure of the paramedic to recertify.

ARTICLE 33
COMPENSATORY TIME

Section 33.1. The maximum compensatory time accumulation shall be three hundred sixty (360) hours.

Section 33.2. If an employee reaches this maximum, then all overtime from that point on shall be paid at the employee's regular rate of pay. If the employee then uses compensatory time, reducing his total below three hundred sixty (360) hours, the employee may again receive compensatory time.

Section 33.3. When an employee retires, resigns or is terminated, he shall be paid for all accumulated compensatory time at his regular rate of pay at the pay period following his separation for non-COLA members. COLA members shall be paid in two (2) checks. Unused, accumulated compensatory time of a deceased employee shall be paid in accordance with Section 2113 of the Ohio Revised Code.

Section 33.4. The use of compensatory time shall be encouraged by both the Union and the Employer, but its use shall not be mandatory.

ARTICLE 34 **DAMAGED PROPERTY**

Section 34.1. Upon the submission of receipts, the Employer shall reimburse employees for the repair or replacement of prescription eye wear up to a maximum of two hundred dollars (\$200.00) per incident, eye exam not included. Repair or replacement to restore them to their original condition is contingent upon damage being in the line of duty and not due to the employee's negligence.

Section 34.2. The Employer shall repair or replace watch bands and crystals damaged in the line of duty, so long as the damage is not due to the employee's negligence, up to a maximum of one hundred dollars (\$100.00) with receipt per incident.

ARTICLE 35 **CONTRACTING OUT**

Section 35.1. The Employer and the Union agree that the Fire Department services are being provided in a quality, efficient, cost effective manner at the level that Marion City residents expect.

Section 35.2. The City of Marion, Ohio, and IAFF Local 379 agree the City of Marion will not contract out any bargaining unit work as defined by fire suppression, emergency medical services, hazardous materials response, fire investigation, inspection, and all support activity of same, except for those agreements that concern mutual and automatic aid. The Union and the Employer agree to reopen this article in the event the creation of a Fire District becomes an option.

ARTICLE 36 **APPRENTICE JOURNEYMAN PROGRAM**

Section 36.1. The Employer and the Union have entered into an agreement with the Department of Labor instituting the IAFF/IAFC Apprenticeship program.

Section 36.2. This program's goal is to insure that Firefighters have practical job related training experience. This increases professionalism and reinforces positive emergency action.

Section 36.3. The Employer agrees that no person may perform any bargaining unit work who has not successfully completed the apprenticeship program and been awarded a Journeyman's Certificate or are currently enrolled in the Marion Fire Department/Local No. 379 apprenticeship program. No person may be enrolled in the apprenticeship program who has not received an original appointment in accordance with the rules of the local Civil Service Commission. Failure to successfully complete the apprenticeship program may be a part of but not form the basis for dismissal from the Marion City Fire Department in accordance with current procedures for dismissal.

ARTICLE 37 **TRANSFERS AND BID PROCEDURE**

Section 37.1. Temporary transfers between houses on the same crew shall be accomplished by operational needs and/or seniority on each crew. Temporary transfers shall be defined as for one (1) day or to fill a vacancy created by vacation, sick leave, injury leave, or Kelly day.

Section 37.2. Employees may receive a temporary transfer for up to fifteen (15) tours per year for training or retraining as determined by the shift officer after consultation with the Chief.

Section 37.3. Permanent transfers shall be made either between houses or between crews when a vacancy occurs because of retirement, resignation, leave of absence, death, or promotion.

Section 37.4. Permanent transfers shall then be bid. The most senior employee who bids the transfer shall be permanently reassigned.

Section 37.5. If no one bids the reassignment, the qualified employee with the least seniority shall be reassigned.

Section 37.6. Probationary firefighters shall not be eligible for permanent reassignment to outlying stations.

Section 37.7. When a vacancy becomes open permanently, it shall be posted within seven (7) calendar days at each station for bid. The vacancy shall remain posted for fourteen (14) calendar days.

Section 37.8. At the end of the fourteen (14) calendar day bid time, the vacancy shall be awarded to the bidder with the most department seniority and he shall be permanently reassigned.

Section 37.9. This procedure shall continue until all vacancies have been filled.

Section 37.10. This bid procedure does not cover the permanent reassignment of officers.

Section 37.11. Transfers will take place within ninety (90) calendar days after the close of the bid procedure. It is understood the Employer will find it necessary to utilize the existing language and re-assign the most non-senior qualified members without their consent.

ARTICLE 38
SUCCESSORS

Section 38.1. This Agreement shall be binding upon the successors and assigns of the parties hereto, except as mutually agreed upon, in writing, by the parties and shall not alter or affect any other provision of this Agreement.

ARTICLE 39
SAVINGS CLAUSE

Section 39.1. If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Agreement shall remain in full force and effect.

Section 39.2. In the event that any provision of this Agreement is invalidated as provided for in Section 39.1, the parties agree that within thirty (30) calendar days of such action they shall meet for the purpose of discussing a mutually acceptable replacement/alternative for the invalidated provision. In the event that the parties are unable to agree, either party may execute a notice to negotiate with the State Employment Relations Board (SERB) over the invalidated language.

ARTICLE 40
LIABILITY DEFENSE

Section 40.1. Any claim or suit brought against any member, not otherwise covered by present insurance coverage obtained on their behalf by the City of Marion, shall be defended by the office of the Law Director, or hereinafter limited, until the final determination of the litigation, if any, therein.

Section 40.2. The City of Marion shall save such member of the Fire Department harmless from any personal liability not covered by insurance or any judgment not covered by insurance resulting from such claim or suit defended by the office of the Law Director.

Section 40.3. The Law Director shall not be obligated to defend any member of the Fire Department, and the City of Marion shall not indemnify any judgment in the following instances:

1. Action filed under Federal Civil Rights statutes.
2. Actions filed for any criminal misconduct.
3. Actions filed which, in the opinion of the Law Director, do not arise as a result of duties imposed in the furtherance of duties as is required by law, the employee was not attempting to discharge his official duties when the claim arose or was not acting in good faith at all times during the discharge of his duties.
4. Actions filed which are covered by liability, professional liability or malpractice liability insurance.

5. Actions filed wherein any member of the Fire Department directs, in writing by certified mail, to the office of the Law Director not to intervene on his behalf prior to answer day as prescribed by law.
6. Actions filed pertaining to discipline under applicable Civil Service law.

Section 40.4. The City of Marion shall not defend or indemnify any member of the Fire Department for any judgment where notice of the litigation is not given by certified mail to the office of the Law Director prior to answer day as prescribed by law.

ARTICLE 41 **LABOR MANAGEMENT COMMITTEE**

Section 41.1. In the interest of developing a harmonious Labor-Management environment between the Employer and the Union, there shall be created a joint committee with three (3) representatives of the Employer and three (3) members representing the Union.

Section 41.2. The Labor Management committee shall meet quarterly or if a meeting is requested by either party, provided advance notice is given and lists of items to be discussed are exchanged between the parties. The quarterly meeting may be canceled by mutual agreement. It will be determined at the meetings who will prepare the minutes of the meetings to exchange with the other party.

Section 41.3. The Labor Management Committee shall discuss matters of mutual concern, such as those pertaining to the improvement of the department and the welfare of its employees. The committee shall have no authority to add to, subtract from, or modify any provision within the current Collective Bargaining Agreement.

Section 41.4. Any matters before the committee that have a material affect on a provision of the Collective Bargaining Agreement that is otherwise silent shall be deferred to contract negotiations.

Section 41.5. Either party may be permitted to request that a third party appear, subject to the above meeting notification, for the purpose of sharing information. The third party shall act in an advisory capacity only.

ARTICLE 42 **TUITION REIMBURSEMENT**

Section 42.1. Each full-time member who is subject to the provisions of this Agreement shall be eligible for a reimbursement of all tuition in courses of instruction voluntarily undertaken by him and subject to the following conditions:

- A. All courses must be job related as approved by the Safety/Service Director. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the member's immediate supervisor and with the Safety/Service Director's office. All scheduled times of courses must be approved by the

Safety/Service Director. Any situation, which, in the discretion of the Safety/Service Director, would require an employee's presence on the job, shall take complete and final precedence over any times scheduled for courses.

- B. Any financial assistance from any governmental or private agency available to the member, whether or not applied for and regardless of when such assistance may have been received, shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section.
- C. The Safety/Service Director shall create and maintain a current list of approved institutions for which reimbursements for tuition may be made under this article. Only those institutions listed by the Safety/Service Director shall establish eligibility of the member to receive reimbursement for tuition. The Chief may submit recommendations of schools. Applications for approval of institutions and courses must be made to the Safety/Service Director's office not more than thirty (30) calendar days or less than (10) calendar days prior to enrollment.
- D. No reimbursement will be granted for books, papers, supplies of whatever nature, transportation, meals or any other expense connected with any course except the cost of tuition.
- E. Reimbursement for tuition will be made when a member presents an official certificate, diploma, state certification (when applicable) or its equivalent and a receipt of payment from the institution confirming satisfactory completion of all the requirements necessary for the course, the certificate, the certification, diploma or degree.
- F. The City will pay, to an accredited institution approved by the Personnel Committee, up to a maximum of two thousand five hundred dollars (\$2,500) per year, per firefighter, if the firefighter has:
 - 1. A grade "C" or better;
 - 2. A passing grade in a pass/fail course;
 - 3. In a "Test Out" course either number (1) or number (2) above shall apply.
- G. After receiving tuition reimbursement, employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City.
 - 1. Persons working on a Post Graduate/Master's Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.
 - 2. Persons working on a Bachelor's Degree will reimburse the City if they leave within two (2) years after reimbursement.
 - 3. Persons working on an Associate's Degree will reimburse the City if they leave within one (1) year after reimbursement.

ARTICLE 43
EMPLOYEE DRUG AND ALCOHOL TESTING

Alcoholism and drug abuse or addiction is recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety, as well as that of the employee. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug free environment, and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

City of Marion employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using alcohol or any controlled substance in the workplace. "Controlled Substance" means those substances as defined as illegal in state and federal law.

The City has an Employee Assistance Program and Employees with substance abuse problems are encouraged to voluntarily contact the Employee Assistance Program for assistance. Voluntary contact of the EAP or enrollment in a substance abuse program will not adversely affect employment. However, continued unacceptable job performance, attendance, and/or behavioral problems will result in disciplinary action, up to and including termination.

Managers and supervisors shall be provided training about Drug-Free Workplace Policy and the drug testing program, and shall be responsible for enforcement and monitoring of the policy and program to ensure that they are administered consistently, fairly, and within appropriate constitutional parameters.

City of Marion employees are required to report to work in a fit condition to perform their duties. If an employee reports to work under the influence of alcohol or other drugs, it will be considered a violation of the Drug-Free Workplace Policy. The employee will be subject to disciplinary action up to and including termination, and/or referral to the EAP program and possible treatment and rehabilitation.

The City of Marion will not hire anyone who is known to currently abuse alcohol and/or drugs.

The City of Marion prohibits all employees on official business, on or off the workplace, from purchasing, selling, transferring, using or possessing illegal drugs, or abusing alcohol, or abusing prescription drugs in any way that is illegal.

The City recognizes that some prescription medications may cause impairment in judgment, coordination and physical ability. When and where possible, reasonable accommodations will be made for any employee who is using such prescription medications. CDL (commercial driver's license) holders and others in safety sensitive positions are required by law to report the use of any prescription or non-prescription medicines containing alcohol or controlled substances to the supervisor.

The City of Marion will enforce the policy through management supervision and alcohol and other drug testing. The drug testing program will include:

Applicant testing – Final applicants for employment will undergo drug testing as part of the physical examination. Conditional offer of employment must be made before such examination is scheduled. Positive test results disqualify the applicant.

Post-accident testing – Any employee involved in an accident while driving a City vehicle, or personal vehicle on City business, will be subject to alcohol and/of drug testing at the discretion of the department head (except CDL and CMV safety sensitive personnel, who will be tested in accordance with federal regulation). Department heads will consider the employee's condition at the time of the accident as well as the circumstances, the severity of injury and property damage, accountability and liability when deciding what, if any, tests will be ordered. If not tested, reasons must be reported to the Safety/Service Director in writing.

Reasonable suspicion testing – Any incident involving risk to the health or safety of the employee or other individuals or in which extensive property damage has occurred, or observed behavioral problems will be cause for alcohol and/or other drug testing. Positive results may be cause for discipline up to and including termination and/or referral to EAP for evaluation, possibly requiring enrollment in treatment/rehabilitation.

Random testing – Drivers holding CDL (commercial driver's license) and those in safety sensitive positions, such as their mechanics, dispatchers, and firefighting personnel, are subject to random testing in accordance with federal law.

All testing of employees designated by the Omnibus Transportation Employees Testing Act of 1991, and as defined in the final Regulations of the Federal Highway Administration, adopted February 15, 1994, and effective January 1, 1985, will be done in accordance with those regulations; includes restrictions from performing the safety sensitive functions, appropriate discipline and treatment or rehabilitation regulations.

Follow-up Testing – Any employee referred through administrative channels to a counseling, treatment, or rehabilitation program as a result of the employee's on-the-job controlled substance abuse may be subject to follow-up testing.

Commercial Motor Vehicle (CMV) safety sensitive functions may not be performed until appropriate results prescribed by law are met.

Refusing to submit to any of the testing listed herein shall be treated as a violation of the Drug Free Workplace Policy and subject to the same disciplinary actions and treatment policies listed herein for positive test results.

Confidentiality about alcohol and drug testing results will be maintained to the extent provided by law, and employees shall have the opportunity to refute the results of any alcohol and/or drug test.

Any sale or possession of alcohol and/or illicit drugs in the workplace shall be reported to the City Police Department. Any criminal drug conviction for activity occurring in the workplace must be reported to federal granting authorities. Any employee so convicted is required to report such conviction to the supervisor within five (5) days. A conviction means a finding of guilty, no contest

(including a plea of no *Loa contendere*) or the imposition of a sentence by a judge or jury in any court. Any employee who fails to report such a conviction shall be subject to immediate termination. Discipline imposed under this policy will be in compliance with provisions of applicable law and/or appropriate collective bargaining agreements.

All employees will be provided with periodic Drug Free Workplace Training, including but not limited to:

Dangers of alcohol and other drug abuse in the workplace;

City of Marion Drug Free Workplace Policy;

Employee Assistance Program; and

Applicable Laws and Regulations.

Testing will be administered in accordance with federal law at facilities that are qualified to conduct such procedures. The primary testing site currently used is the Marion General Occupational Health Department. Secondary, qualified sites may be used on an as-needed basis.

All initial tests will be conducted as a split test. If an employee tests positive on the first test, the split test will be utilized for a secondary test. If a second positive test result occurs, a predisciplinary hearing will be held within seventy-two (72) hours of receipt of the second test results. During this time, the employee may use any paid time off that has been accumulated. If an employee tests positive for drugs or alcohol within one (1) year of having had a positive test result, a predisciplinary hearing will be held within seventy-two (72) hours to determine appropriate action. Both parties agree that up to sixteen (16) individual random tests will be performed on an annual basis.

Upon notification an employee is to be tested, a supervisor is to accompany the individual to the testing facility. The employee's unit is to accompany. The Chief may, at his discretion, take the individual in Unit 1, so long as turn out gear of the employee is taken in Unit 1.

If during testing procedure, an ER call is received by the employee's unit, the unit shall respond unless secondary is available. If secondary is not available or conditions require response, no harm no foul to employee if the O.I.C. directs the unit to the ER. If time allows, the employee may be taken again to testing facility during shift.

If Chief determines it necessary, he may amend 1997 Policy to make same conform to most recent bargaining agreement, including provision from contract "... daily staffing at the determination of the Chief."

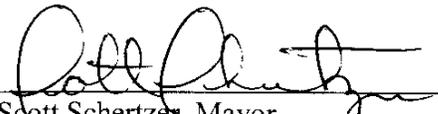
ARTICLE 44 **DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of April, 2009, and shall remain in full force and effect until the 31st day of March, 2012.

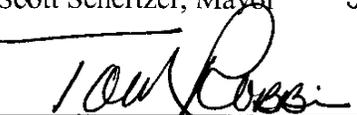
SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Marion Firefighters, Local 379, and the City of Marion, Ohio, has caused this agreement to be executed in their names by their duly authorized representatives at Marion, Ohio, this 13th day of MAY, 2010.

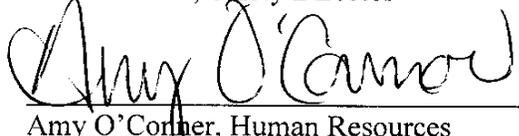
FOR THE CITY OF MARION



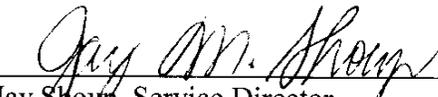
Scott Schertzer, Mayor



Tom Robbins, Safety Director



Amy O'Connor, Human Resources

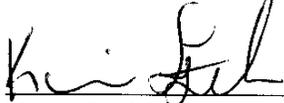


Jay Shoup, Service Director



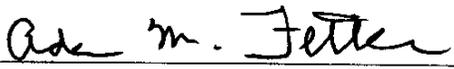
Michael Esposito, Labor Consultant

FOR IAFF, LOCAL 379



Kevin Lytle, President, Local 379

Kevin Hill, Secretary/Treasurer Local 379



Adam Fetter, FF/Paramedic

Kevin Murphy, FF/Paramedic



Larry Hartley, FF/Paramedic

APPROVED AS TO FORM



Mark Russell, Law Director

LETTER OF INTENT AND UNDERSTANDING
PREEMPTION OF STATUTORY RIGHTS

Section 1. The parties under this Letter of Understanding for the purposes of explicitly demonstrating the intent of the parties to preempt statutory rights, as required by the Ohio Supreme Court in its decision of State ex rel. OAPSE v. Batavia Local School Dist. Bd. Of Educ., 89 Ohio St. 3d 191 (2000)

Section 2. In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
Article 11, Seniority	ORC 124.321 – 123.328, 9.44, 124.37, 742.371
Article 12, Personnel Reduction	ORC 124.321 – 124.328, 124.37
Article 10, Probationary Period	ORC 124.27, 742.371
Article 37, Transfers and Bid Procedures	ORC 124.27 – 124.32
Article 14, Disciplinary Procedure	ORC 124.34. 737.12
Article 23, Holidays	ORC 124.19
Article 26, Sick Leave	ORC 124.38
Article 22, Vacations	ORC 124.12; ORC 9.44

LETTER OF UNDERSTANDING
ECONOMIC RE-OPENER

Should another City general fund bargaining unit settle its Agreement, either through regular negotiations or a re-opener provision for general wage increases or insurance conditions, better than that contained in this Agreement, but after the execution date of this Agreement, then the Union may file to re-open negotiations. The re-opener will be limited to those matters having cost implications to the parties.

LETTER OF UNDERSTANDING
ERIP OFFERING FOR RETIREMENT ELIGIBLE MEMBERS

Notwithstanding the eligibility limitations on offering an ERIP program contained in Article 16, Wages, the parties agree to offer the ERIP program to members of the bargaining unit that have three (3) to five (5) years of service in the DR0P program during the term of this Agreement.

**APPENDIX A
WAGE APPENDIX**

Fire Department-Members Hired Prior to January 1, 2010														
4/1/2009-12/31/2009 (0.0% Increase)	Grade	B	C	D	E	F	E5	F5	E10	F10	E15	F15	E20	F20
40 Hour Week														
Captain	28				28.10	29.44	28.30	29.65	28.46	29.82	28.61	29.96	28.78	30.14
Fire Inspector	28				28.10	29.44	28.30	29.65	28.46	29.82	28.61	29.96	28.78	30.14
Fire Training Officer	28				28.10	29.44	28.30	29.65	28.46	29.82	28.61	29.96	28.78	30.14
48 Hour Week														
Firefighter	24	15.17	16.44	17.79	18.58	19.91		20.05		20.17		20.27		20.39
Lieutenant	26				21.10	22.30	21.25	22.46	21.38	22.59	21.49	22.70	21.61	22.84
Captain	28				23.42	24.53	23.58	24.71	23.72	24.85	23.84	24.97	23.98	25.12
Assistant Chief	30				25.76	26.98	25.95	27.18	26.09	27.34	26.22	27.47	26.38	27.63

Fire Department-Members Hired Prior to January 1, 2010														
Effective 1/1/2010 (1.5% Increase)	Grade	B	C	D	E	F	E5	F5	E10	F10	E15	F15	E20	F20
40 Hour Week														
Captain	28				28.52	29.88	28.72	30.09	28.89	30.27	29.04	30.41	29.21	30.59
Fire Inspector	28				28.52	29.88	28.72	30.09	28.89	30.27	29.04	30.41	29.21	30.59
Fire Training Officer	28				28.52	29.88	28.72	30.09	28.89	30.27	29.04	30.41	29.21	30.59
48 Hour Week														
Firefighter	24	15.40	16.69	18.06	18.86	20.21		20.35		20.47		20.57		20.70
Lieutenant	26				21.42	22.63	21.57	22.80	21.70	22.93	21.81	23.04	21.93	23.18
Captain	28				23.77	24.90	23.93	25.08	24.08	25.22	24.20	25.34	24.34	25.50
Assistant Chief	30				26.15	27.38	26.34	27.59	26.48	27.75	26.61	27.88	26.78	28.04

Step Changes: Grade 24

Start Step B

EMT-P \$.90 Extra/Hour

After 2,400 Hours Worked Step "C"

After 3 Years Step "E"

After 4 Years Step "F"

Grades 26-32

Start Step "E"

After 6 Months Step "F"

**APPENDIX A
WAGE APPENDIX**

Fire Department-Members Hired Prior to January 1, 2010														
Effective 7/1/2010 (1.5% Increase)	Grade	B	C	D	E	F	E5	F5	E10	F10	E15	F15	E20	F20
40 Hour Week														
Captain	28				28.95	30.33	29.16	30.55	29.32	30.72	29.47	30.87	29.65	31.05
Fire Inspector	28				28.95	30.33	29.16	30.55	29.32	30.72	29.47	30.87	29.65	31.05
Fire Training Officer	28				28.95	30.33	29.16	30.55	29.32	30.72	29.47	30.87	29.65	31.05
48 Hour Week														
Firefighter	24	15.63	16.94	18.33	19.14	20.51		20.66		20.78		20.88		21.01
Lieutenant	26				21.74	22.97	21.89	23.14	22.03	23.27	22.14	23.39	22.26	23.53
Captain	28				24.13	25.27	24.29	25.46	24.44	25.60	24.56	25.72	24.70	25.88
Assistant Chief	30				26.54	27.80	26.73	28.00	26.88	28.17	27.01	28.30	27.18	28.47

Fire Department-Members Hired Prior to January 1, 2010														
Effective 4/1/2011 (3.0% Increase)	Grade	B	C	D	E	F	E5	F5	E10	F10	E15	F15	E20	F20
40 Hour Week														
Captain	28				29.82	31.24	30.03	31.46	30.20	31.64	30.36	31.79	30.54	31.98
Fire Inspector	28				29.82	31.24	30.03	31.46	30.20	31.64	30.36	31.79	30.54	31.98
Fire Training Officer	28				29.82	31.24	30.03	31.46	30.20	31.64	30.36	31.79	30.54	31.98
48 Hour Week														
Firefighter	24	16.10	17.45	18.88	19.72	21.13		21.28		21.40		21.51		21.64
Lieutenant	26				22.39	23.66	22.55	23.83	22.69	23.97	22.80	24.09	22.93	24.24
Captain	28				24.85	26.03	25.02	26.22	25.17	26.37	25.30	26.50	25.45	26.66
Assistant Chief	30				27.33	28.63	27.54	28.84	27.68	29.01	27.82	29.15	27.99	29.32

Step Changes: Grade 24

Start Step B

EMT-P \$.90 Extra/Hour

After 2,400 Hours Worked Step "C"

After 3 Years Step "E"

After 4 Years Step "F"

Grades 26-32

Start Step "E"

After 6 Months Step "F"