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AGREEMENT

THE CITY OF MARIETTA,  
OHIO

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,

LOCAL NO. 442



Effective November 1, 2014 through October 31, 2017

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## ARTICLE 1

### PURPOSE

#### Section 1.

This agreement is entered into by and between the City of Marietta, Ohio, hereinafter referred to as the City and Local 442, International Association of Firefighters, hereinafter referred to as the Union. It is the purpose of this Agreement to achieve and maintain harmonious relations between the City 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.

#### Section 2.

The parties hereto agree that neither the City nor the Union shall discriminate against an employee because of his membership or non-membership in the Union or his participation in activities herein prescribed. The provisions of this section shall not be construed in any way to limit the provisions of Article 4.

#### Section 3.

The City, the Union and each employee will cooperate fully to comply with all applicable laws or constitutional provisions or ordinances forbidding discrimination on account of race, color, creed, religious, sex, or political affiliation. The employer shall take any and all actions necessary to comply with the Americans with Disabilities Act, regardless of any conflicting provision of this Agreement.

#### Section 4

The City recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concert Union activities. Therefore, the City agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the City against any employee or any applicant for employment because of Union membership or because of any lawful activity in an official capacity on behalf of the Union.

#### Section 5.

A high standard of efficiency of service shall be maintained by all members of the bargaining unit and the City.

#### Section 6.

The word "day," unless expressly defined otherwise for a specific purpose in this Agreement, shall mean a Monday, Tuesday, Wednesday, Thursday or Friday which is not a holiday under this Agreement.

## ARTICLE 2

### MANAGEMENT'S RIGHTS

#### Section 1.

Unless expressly provided to the contrary, the City reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Fire Department of the City of Marietta, as such rights existed prior to the execution of this Agreement with the Union, including but not limited to the rights set forth in Ohio Revised Code Section 4117.08(C).

## ARTICLE 3

### RECOGNITION OF UNION

#### Section 1.

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the Marietta Fire Department which presently includes but may not in the future be limited to the positions of Firefighter/EMT, Lieutenant, Captain, and Inspector.

#### Section 2.

The City agrees to deduct monthly dues in an amount certified to be current by the Secretary/Treasurer of the Local 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 to the Secretary/Treasurer of the Union on the same day as the pay is made to the employees.

#### Section 3.

It is further agreed that the Union shall defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under this Article.

#### Section 4.

The City will give the Union notice of new positions in the Department and, upon timely request by the Union, meet to discuss whether the position is in or out of the bargaining unit.

## ARTICLE 4

### FAIR SHARE

Any employee, both present and future, who is not a member of the Union, shall, as a condition of employment, pay a monthly service charge, in an amount as certified by the Union but not to exceed the dues paid by a member of the Union, to be deducted by the Employer from the payroll check of the employee and forwarded to the Union pursuant to Article 3 hereof. Any such deduction shall be subject to the provisions set forth in Ohio Revised Code Section 4117.09.

## ARTICLE 5

### UNION BUSINESS AND RESPONSIBILITIES

#### Section 1.

The City shall furnish bulletin boards at each fire station for use by the Union in connection with posting of the following kinds of notices:

- A. Union meetings.
- B. Union nominations and elections.
- C. Union committee reports and officer's reports.
- D. Union policy rulings whether from the International Union or Local No. 442.
- E. Union social and recreational matters.

#### Section 2.

Employees elected or appointed to represent the Union shall be granted time off without loss of pay to perform their Union functions, limited to attendance at regular and special meetings of Local No. 442 and investigation of grievances and attendance at grievance hearings. Regular and special meetings shall be held at Fire Station No. One and shall be limited to twelve regular meetings and four special meetings per year. On duty personnel may attend such meetings without loss of pay.

All members of the Union Negotiating Team, limited to a maximum of six individuals, shall be allowed to attend mutually scheduled negotiating sessions without loss of pay.

The Union President or his designee shall be granted up to 120 hours per year time off without loss of pay during the term of this Agreement to participate in Union functions such as seminars, conventions, conferences or special meetings. The City shall have, nor incur no other cost or expense in connection with this provision.

Section 3.

The City shall notify the Union of actions affecting bargaining unit employees by posting a written notice on the bulletin board at Fire Station No. One. The notice shall be posted within three days of the City's action and shall contain the name, job title, company, station, and effective date for the following actions:

- A. Appointment of new employees.
- B. Promotion of employees.
- C. Permanent transfer of employees.
- D. Retirement of employees.

Section 4.

This Agreement shall be typed, copied and supplied to each member of the bargaining unit by the City within twenty-one (21) working days of its execution at the City's sole expense. Additionally, the City will provide one copy of this Agreement to the Union on computer disk.

## ARTICLE 6

### LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of three Union representatives and three City representatives. The Committee shall meet to discuss any subject of mutual concern at the request of either party as circumstances may require, but in any event at least once each calendar quarter, unless waived by mutual consent of the parties. It shall be the express purpose of this Committee to build and maintain a climate of mutual understanding and respect in the solution of common problems and to that end the Committee shall have the authority to make recommendations to the Union and the City.

Within fifteen (15) days of the execution of this Agreement the Director of Public Safety and Service and the Union President shall exchange the names of the members of their respective committees. During the term of the Agreement, substitution of committee members shall be allowed as circumstances require.

## ARTICLE 7

### EMPLOYEE'S RIGHTS

#### Section 1.

The City acknowledges that certain customs and practices presently exist with respect to the operation of the Fire Department that are too detailed to be set forth in Article 2 herein. When those customs and practices fall within Management's Rights as set forth in Article 2 herein, the City agrees not to unilaterally alter those customs and practices without three days' notice to the Union, except in the event of an emergency requiring immediate action. When those customs and practices do not fall within Management's Rights as set forth in Article 2 herein, the City agrees not to alter those customs and practices without a concurrence of a majority of the members of the Labor-Management Committee. In the event the Labor-Management Committee is deadlocked then the matter shall be submitted to settlement by a citizens' conciliation council composed of three residents within the jurisdiction of the public employer. The public employer shall select one member and the exclusive representative shall select one member. The two members selected shall select the third member who shall chair the council. In the event the two members selected are unable to agree upon the selection of a third member then the matter shall be subject to the Grievance Procedure set forth herein. Once appointed, the Council shall make a final settlement of the issues submitted to it within ten (10) days.

## ARTICLE 8

### PERSONNEL FILE

There shall be only one official personnel file and it shall be maintained in the office of the Director of Public Safety and Service. Each bargaining unit member shall be allowed to review his personnel file during the normal business hours of the Director's office upon written request.

No information in a member's personnel file will be shared with anyone outside the Department and City administration, except name, address, place of employment, dates of employment, job classification and rate of pay without written authorization of the bargaining unit member.

If upon examining his personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Director of Public Safety and Service explaining the alleged inaccuracy. If the Director of Public Safety and Service concurs with the member's contention, he shall remove the faulty document. If the Director of Public Safety and Service disagrees with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents. To the extent applicable the provisions of this section shall serve as a substitute for the provisions of Ohio Revised Code Sections 1347.08, 1347.09, and 1347.10.

Records of disciplinary action in a bargaining unit member's personnel file shall cease to have force and effect, or be considered in future disciplinary matters three years after their effective date, providing there are no intervening disciplinary actions taken during that time period. **Upon request of the employee, outdated records of disciplinary action shall be removed from the personnel file.**

## ARTICLE 9

### PROMOTIONS

All promotions within the Marietta Fire Department shall be in accordance with the provisions of the Ohio Revised Code and the Civil Service Law and the rules and regulations of the Marietta Civil Service Commission. Provided, however, that the Director of Public Safety and Service may promote any candidate among the top three scorers certified by the Commission. The Director may not exercise this discretion in an arbitrary or capricious way but must base his or her decision on leadership and interpersonal abilities of the top three candidates as demonstrated in the past.

## ARTICLE 10

### SENIORITY

#### Section 1.

Seniority determines the relative standing among employees within the bargaining unit from the date of an employee's hire.

#### Section 2.

Seniority shall be an employee's length of continuous service with the Marietta Fire Department. An employee shall have no seniority for the probationary period, but upon completion thereof, seniority shall be retroactive to the date of hire. Continuous service shall only be broken by resignation, retirement or discharge. Employees with the same employment date shall be assigned to the seniority list in order of their Civil Service eligibility ranking. An employee's seniority will be reduced by the amount of time he or she has been on unpaid status.

## ARTICLE 11

### LAYOFFS AND RECALL

When the City determines that it is necessary to reduce the work force due to a lack of work or funds, the City may reduce the work week or initiate a layoff. The layoff procedure outlined herein shall be used so that a normal work schedule (24 hours on and 48 hours off) can be established for the remaining employees. If employees are laid off, it shall be in the following manner.

All probationary, temporary and seasonal employees within the Marietta City Fire Department shall first be laid off. Thereafter layoffs shall be on the basis of seniority regardless of rank.

Whenever reasonably possible, the City will give the employees initially laid off and the union at least ten (10) calendar days' notice prior to layoff.

The City shall supply the Union with a list of employees to be initially laid off and recalled together with the date of their seniority.

Recall shall be in inverse order of layoff. The last employee laid off shall be the first employee recalled and recalls shall then proceed accordingly.

Notification of recall shall be made by telegram or certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the City informed of his current residence or mailing address.

The laid off employee shall have seven (7) calendar days after mailing or dispatching of said notification in which to exercise his right to recall. After the expiration date of this time, the next employee in line on the eligible register shall be

notified in accordance with the above paragraph and be given his right to recall. In any event, however, an employee who has been notified of recall and does not exercise said recall rights, shall remain on the recall list until expiration of said list. Said list shall be deemed to have expired when there is a vacancy available for recall and no laid off employee accepts recall. Thereafter the City may fill said vacancy or vacancies in accordance with the Civil Service Law of the State of Ohio.

## ARTICLE 12

### HOURS OF WORK

All members of the bargaining unit, except the Inspector, shall be organized on the basis of three regular platoons consisting of ten firefighters each and one swing platoon consisting of **three** firefighters.

The platoons shall perform their duties on the basis of a nineteen day work schedule. Each firefighter shall work one hundred forty-four (144) hours during each nineteen day work period consisting of being on duty for twenty-four consecutive hours and off duty for forty-eight consecutive hours with one extra twenty-four hour off duty period in each nineteen day work schedule rotation. A typical schedule is attached hereto to illustrate the operation of this system through three nineteen day cycles. It is the intention of the parties hereto through the adoption of this scheduling system to avoid liability to the City for overtime under the Fair Labor Standards Act. Platoon shifts shall begin at 7:00 a.m.

The Inspector shall be on duty Monday through Friday for eight hours each day. The average work week for the Inspector shall be forty hours. In the event the Inspector is assigned to shift platoon, his hourly rate shall be determined by multiplying his Inspector hourly rate times forty (40) and then dividing the product by fifty-three (53). For purposes of determining overtime pay for the Inspector's shift platoon work, his rate shall be determined in the same manner as the overtime of other fire platoon members.

In cases of emergency the City shall have the right to alter the scheduling system for platoon members and the Inspector.

Members of the bargaining unit shall be permitted to exchange days or hours with one another provided that advance notice of such exchange is provided to the Officer in Charge and the Officer in Charge consents. Exchange of days or hours shall be concluded within a ninety day period and shall not result in overtime pay or loss of pay to any of the participants. Any exchange of hours will be noted in the Captain's log for record keeping purposes.

ARTICLE 1 3

BARGAINING U N I T W O R K

**Section 1. Bargaining Unit Work**

The City agrees not to enter into any contract for the performance of services rendered by the bargaining unit as described in the various job descriptions attached hereto as Exhibits A, B, and C, except in the case of emergency

**Section 2. Training Requirements**

**All promotions to positions listed below after Nov. 1, 2014 must meet National Incident Management System Standards, (NIMS) and the Ohio Fire Academy's, (OFA) on site Officer Development Curriculum. All those achieving promotions prior to this date will be exempted from any content not required by NIMS. Content set forth by the OFA will be determined on a case by case basis by the Fire Chief and Fire Fighter**

<b>FIRE INSPECTOR</b>	<b>CAPTAIN</b>	<b>LIEUTENANT</b>
ICS 100, 200, 300, 400, 700, 800	ICS 100, 200, 300, 400, 700, 800	ICS 100, 200, 300, 400, 700, 800
Fire Safety Inspector	Fire Officer I & II	Fire Officer I & II
24/7 Fire Officer Development Series to Include:	24/7 Fire Officer Development Series to Include:	24/7 Fire Officer Development Series to Include:
Customer Service	Customer Service	Customer Service
Time Management	Time Management	Time Management
Managing Difficult Employees	Managing Difficult Employees	Managing Difficult Employees
Ethical Issues	Ethical Issues	Ethical Issues
Handling Personal Issues	Handling Personal Issues	Handling Personal Issues
Basic Documentation for the Officer	Basic Documentation for the Officer	Basic Documentation for the Officer
Budgeting Basics	Budgeting Basics	Budgeting Basics
Professional Development	Professional Development	Professional Development
Leadership Styles	Leadership Styles	Leadership Styles
Handling Conflict	Handling Conflict	Handling Conflict

## FIREFIGHTER'S JOB DESCRIPTION

Exhibit A

### Description:

Under direct supervision of the Fire Chief or his subordinates, the Firefighter extinguishes fires, provides rescue services, performs EMS, carries out fire inspections, and maintains equipment in constant readiness to respond to emergency situations. A wide range of knowledge is required in order to be prepared to cope with varied hazards or potential hazards, although such conditions occur relatively infrequently. A large proportion of time is spent conducting fire prevention activities and maintaining a state of readiness for fire responses. When serious fire conditions occur, work can be hazardous and is physically demanding.

### Examples of Work:

- Responds to alarms by driving fire apparatus. Operates pumps and lays fire lines.
- Cuts through structures, handles hose lines, and climbs ladders.
- Enters structures, carries persons from fire or smoke filled buildings.
- Cleans up property and equipment after fire.
- Inspects, checks, cleans, and maintains fire apparatus and equipment.
- Performs fire hydrant tests.
- Inspects homes and buildings for fire hazards, advises citizens on fire safety.
- Maintains and cleans firehouse, cook meals, maintains building grounds.
- Occasionally may serve as Acting Lieutenant.
- Studies and attends training sessions daily.
- Answers questions, takes public on tours of facilities.
- Serves as instructor, teaching first aid or firefighting techniques.
- Performs minor mechanical repairs on fire apparatus and other equipment.
- Drives emergency vehicles to scene of accident, injury, or illness.
- Provides emergency victim care.
- Prepares reports on victim condition and care provided.
- Inspects medical equipment and supplies.
- Performs other duties related to fire and emergency rescue service.

A firefighter may be assigned to perform other related tasks consistent with typical duties of a firefighter. A firefighter may be requested to perform tasks of a civil nature requiring similar skills.

## FIRE INSPECTOR'S JOB DESCRIPTION

Exhibit B

### Description:

In addition to the duties of a Firefighter, which the Fire Inspector may on occasion be called upon to perform, the Fire Inspector performs the following duties on a routine basis:

Enforces codes, issues citations.

Reviews construction plans for compliance with fire safety standards.

Investigates causes of fires, collects and preserves evidence including photographs.

## FIRE OFFICER'S JOB DESCRIPTION

Exhibit C

Description:

In addition to the duties of a Firefighter, a Fire Captain or Lieutenant shall be responsible for the following:

Captain: Will be responsible for commanding the assigned platoon. Captain will oversee the daily maintenance of Fire Department property (buildings and equipment). The Captain will dispatch appropriate Fire or Rescue units. The Captain will be in charge of Fire or Rescue operations until such time as he is relieved by the Chief or Assistant Chief.

Lieutenant: Will be responsible for activities in his assigned station. In the absence of the Captain, he will assume the responsibilities of the Captain.

Captains and Lieutenants will be expected to attend Officer's Meetings, which shall be scheduled by the Chief or Assistant Chief on a bimonthly basis. The date and time for each meeting will be scheduled at the meeting immediately preceding it.

Captains and Lieutenants will be expected to attend special training sessions designed for Fire Officers.

Company Officers will adhere to Marietta Fire Department Standard Operating Procedures as nearly as possible.

ARTICLE 14

PAY SCALES

Section 1. Pay Rates.

Each employee of the Marietta City Fire Department shall be entitled to pay for each hour worked on the following scale.

	<b>NOVEMBER 1, 2014</b>	<b>NOVEMBER 1, 2015</b>	<b>NOVEMBER 1, 2016</b>
Captain	<b>\$21.19 / hour</b>	<b>\$21.83</b>	<b>Re-Opener TBD</b>
Lieutenant	<b>\$20.22 / hour</b>	<b>\$20.83</b>	<b>Re-Opener TBD</b>
Inspector	<b>\$27.48 / hour</b>	<b>\$28.30</b>	<b>Re-Opener TBD</b>
Firefighter, +4 years	<b>\$18.75 / hour</b>	<b>\$19.31</b>	<b>Re-Opener TBD</b>
Firefighter, 4 <sup>th</sup> year	<b>\$18.20 / hour</b>	<b>\$18.75</b>	<b>Re-Opener TBD</b>
Firefighter, 3 <sup>rd</sup> year	<b>\$17.50 / hour</b>	<b>\$18.03</b>	<b>Re-Opener TBD</b>
Firefighter, 2 <sup>nd</sup> year	<b>\$16.73 / hour</b>	<b>\$17.23</b>	<b>Re-Opener TBD</b>
Probationary, 1 <sup>st</sup> year	<b>\$15.42 / hour</b>	<b>\$15.88</b>	<b>Re-Opener TBD</b>

Section 2. PFDPF Pick-Up Utilizing the Salary Reduction Method.

The employer shall pick-up contributions to the Police and Fireman's Disability and Pension Fund paid on behalf of the employees, utilizing the salary reduction method under the following terms and conditions.

A. The amount to be "picked up" on behalf of each employee shall be the percent of the employee's gross compensation or any statutorily mandated increase required by the pension system. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the Employer for the purpose of the State and Federal tax.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective immediately upon the effective date of this Agreement and shall apply to all compensation including supplemental earnings thereafter.

D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of Employee/Employer contributions.

E. The Employer will contribute 3% of the Employees' portion of the P.F.D.P.F

### Section 3. Certification.

Bargaining unit members who receive and maintain HAZMAT Technician Certification will receive an additional \$.30/hour on their base rate of pay.

## ARTICLE 15

### OVERTIME

#### Section 1. Overtime.

Overtime shall be defined as time worked in excess of the regularly scheduled twenty-four hours per shift for all members of the bargaining unit except the Inspector and shall be paid at 1.99 times the regular hourly rate in minimum increments of one-half hour.

Overtime for the Inspector shall be defined as time worked in excess of forty hours per week and shall be paid at 1.5 times the Inspector's regular hourly rate in minimum increments of one-half hour.

A member may also elect to receive compensatory time in lieu of pay. The member may request compensatory time off at the rate of one and one-half (1.5) hours (40 hour personnel) or 1.99 hours (53 hour personnel) off for each hour of overtime worked. Such request shall be made not less than forty-eight (48) hours in advance of the time when the member has requested the compensatory time off. However, the departmental supervisor shall have the discretion to waive the forty-eight (48) hour advance notice and that discretion shall not be applied in an arbitrary or capricious manner.

Overtime hours worked for which neither payment has been made, nor for which compensatory time off has been taken, may accumulate up to a maximum of two hundred forty (240) hours; any hours in excess thereof shall be paid. Compensatory time off must be taken within one year of the date upon which it was earned. Compensatory time used in any week will be counted toward the forty (40) / fifty-three (53) hours of straight time and

all hours worked over forty (40) / fifty-three (53), including the compensatory time, will be paid at the rate of time and one half (1 1/2) (40 hour personnel) or 1.99 (53 hour personnel).

After making reasonable efforts to obtain a volunteer for overtime, the Chief or designee may require an employee to work overtime on a basis of reverse seniority by rotation unless the employee is physically incapable of performing the overtime.

#### Section 2. Callout.

In the event of a callout as the result of an emergency the City agrees to call out members of the bargaining unit from the last shift that worked before calling out members of the bargaining unit from the next shift to work. The City will call in bargaining unit members for overtime (minimum two hours) when staffing levels on a shift are below eight employees due to a run to a property outside the City pursuant to a fire or hazmat run.

#### Section 3. Working Out of Classification.

In the event a firefighter is required to serve as Lieutenant as the result of the absence of the Chief, Assistant Chief and the Captains and Lieutenants from duty then he shall be entitled to pay at the Lieutenant's rate during the hours he so serves. **Should there be an active promotional list for Lieutenant and a person on duty is on such list and has successfully taken and passed Fire Officer I, the duty shall fall upon that person, otherwise it shall be the senior firefighter on duty.**

In the event a Lieutenant is required to command the shift for more than five (5) consecutive duty days due to the absence of the Captain for reasons of illness, injury, retirement, or other unforeseen cause, the Lieutenant shall be entitled to pay at the Captain's rate during the hours he so serves. **In the case of a mutual aid or contract call outside the City, where by SOP one of the personnel shall be a ranking officer, and when such officer is not available, the senior member on the Unit shall act as Lieutenant and shall receive Lieutenant's pay for hours so served.**

ARTICLE 16

LONGEVITY PAY

Section 1. Firefighter's Longevity

Each employee of the Marietta City Fire Department shall earn beginning with his fifth year of service and each year thereafter the following sums as longevity pay:

Completed Years of Service	Longevity Bonus
After 5 Years	1% of annual wages
After 8 Years	2% of annual wages
After 11 Years	3% of annual wages
After 15 Years	4% of annual wages
After 19 Years	5% of annual wages
After 23 Years	6% of annual wages

Annual wages shall be determined by calculating the employee's gross wages paid for the period November 1 through October 31. .

Years of service shall be determined from the employee's date of hire by the City and payment for longevity shall be made annually in two equal installments by separate checks, one payable on Jun 1<sup>st</sup> for the period November 1<sup>st</sup> to April 30<sup>th</sup> and the other payable on December 1<sup>st</sup>, for the period May 1<sup>st</sup> to October 31<sup>st</sup>. Payment for less than an exact year's service shall be pro-rated per month for each eligible employee.

## ARTICLE 17

### EARLY PAYCHECK

An employee may get his paycheck early (on Friday) before he takes a week of vacation/holidays or if he will be out of town on the regular payday due to job related training, so long as he gives the Auditor's office written notice by Monday of the week when he wants to get the check.

## ARTICLE 18

### VACATION

Each member of the bargaining unit shall receive a two week vacation with pay after the completion of one year of service with the City.

Thereafter each member of the bargaining unit shall receive vacations with pay annually upon the completion of the various continuous years of service as measured from his date of first employment with the City as follows:

2 Weeks after 1 year of service.

3 Weeks after 5 years of service.

4 Weeks after 10 years of service.

5 Weeks after 15 years of service,

Over 20: one additional day of vacation for each full year of service over 20 years with a cap at 5 days.

Each member of the bargaining unit shall be required to take at least two consecutive weeks of vacation during each year of service as measured from his date of first employment with the City, except for the Inspector, who must take only one consecutive week of vacation. A member may schedule his vacation or earned time to begin any day of the week, with the approval of the Fire Chief. Each member of the bargaining unit who has additional accrued vacation may accumulate vacation to be used in anticipation of retirement with vacation for his final year of service up to a maximum of ten weeks.

Time for vacations shall be approved by the Fire Chief on a priority basis among the members of the bargaining unit based upon their seniority provided that exception may be made in order to prevent loss of service to the City. Up to two employees on a shift (or four employees in the event extra members are on duty to cover Kelly days) may

be off on vacation or other earned time, consistent with departmental practice concerning overall staffing requirements.

ARTICLE 19  
HOLIDAYS

Section I. Designated Holidays

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Flag Day	June 14th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Day	December 25th

It is understood and agreed that the day after Thanksgiving holiday is substituted for the 2nd Monday in October as set forth in Section 124.19, Ohio Revised Code.

Section 2. Fire Department Comp-holidays.

Each member of the bargaining unit, with the exception of the Inspector, shall receive comp-holiday time in lieu of the actual holidays listed in Section 1. of this article. This will consist of six (6) twenty-four (24) days off, with pay, at the regular hourly rate.

For the purpose of figuring the amount of holiday time due an employee in their first year of hire, each holiday in Section 1. of this article shall be equivalent to 13.09 hours. The holidays that are left in the year from an employee's date of hire shall be multiplied by 13.09 and rounded off to the nearest one half (1h) hour and that will be their amount of holiday time for that year. Those hours are to be used in twenty-four (24) hour increments and what is left over can be used where the employee desires.

Section 3. Holiday Pay

Members of the bargaining unit will also receive 31.15 hours of pay at their straight time rate as additional compensation for holiday hours worked. This amount will be paid in equal installments over the calendar year.

## ARTICLE20

### SICK LEAVE

#### Section 1. Accumulation

An employee in the service of the City shall accumulate sick leave at the rate of 4.6 hours for each completed eighty (80) hours of service in pay status. Sick leave shall be charged in minimum units of one quarter hour for hours which an employee is otherwise scheduled to work. No employee shall be required to bring a doctor's statement prior to missing two consecutive shifts (four shifts for the inspector) due to illness, unless there is evidence of abuse of sick leave.

#### Section 2. Leave Without Pay

After an employee has exhausted his sick leave with pay, such employee may be granted a leave of absence without pay for a period not to exceed sixty (60) days because of personal illness or injury. Said period may be extended to one hundred eighty (180) days at the discretion of the Director of Public Safety and Service.

#### Section 3. Granting Sick Leave

An employee may use sick leave:

- A. In case of his/her illness, injury, childbirth, or exposure to a contagious disease;
- B. For medical, dental or optical examination or treatment;
- C. Up to three (3) shifts, or in the case of the Inspector up to five (5) shifts, for attendance upon members of the immediate family whose illness, injury or death requires the care of the employee. "Immediate family" shall mean the following family members of the employee - mother, father, brother, sister, child, child, spouse, grandparent, grandchild, legal guardian (or other person who stands in the place of a parent), mother-in-law, father-in-law, or other

relatives living in the same household. For bereavement purposes only, the following shall be included in the meaning of "immediate family" - sister-in-law, brother-in-law, daughter-in-law and son-in-law. Proof of relationship and illness or injury may be required by the City as a condition of granting such leave. Additional time may be granted hereunder at the discretion of the Director of Public Safety and Service or his designated representative; or

D. Up to two (2) shifts for attendance of the wife at childbirth.

#### Section 4. Sick Leave Application

To justify each use of sick leave, the employee will complete a signed, written statement explaining the nature of illness or other reason for taking sick leave on forms devised by the City. If medical attention is required, the employee must submit a certificate from a licensed physician stating the nature of illness to be eligible for sick leave benefits. The City reserves the right to withhold benefit payments to any employee submitting a false claim or the abuse of the privileges covered in this Article and may take disciplinary action. Abuse of sick leave will be the subject of a conference between the employee and the Chief prior to written reprimand. However, falsification of either the written, signed statement or the physician's certificate are grounds for disciplinary action. Disciplinary action taken hereunder shall be accordance with the provisions of the Civil Service Law of the State of Ohio.

#### Section 5. Reporting Absence

An employee who is unable to report to work shall notify the shift officer on duty or other designated person a minimum of one half (1/2) hour prior to the employee's time

for reporting to work unless emergency conditions make such reporting impossible.

Section 6. Examination

In the event there is evidence of abuse of sick leave, the City may require an employee to take an examination conducted by a licensed physician to determine physical or mental capability to perform the duties of the position. The cost of such required examination will be paid by the City. The City shall have the right to select the physician.

Section 7.

An employee who dies on duty at the scene of a fire or in some other accident while in the line of duty shall have accumulated sick leave (up to 960 hours) paid per Ohio Revised Code 2113.04.

Section 8.

The Safety-Service Director may make decisions, in his sole discretion, to implement the Family and Medical Leave Act of 1993, so long as his decisions are not contrary to other terms of this Agreement and not inconsistent with that Act.

## ARTICLE 21

### INRJRYLEAVE

(A) Any bargaining unit member who is physically and/or mentally disabled from performing his job as a result of a physical injury suffered by the employee, or communicable disease contracted by the employee, in the discharge or performance of his duty shall be entitled to receive his full salary during such period of disability, but in no case for a longer period than ten shifts, without using accumulated sick leave.

(B) The following conditions will apply to injury leave:

1. The employee must file a Workers' Compensation claim to qualify for injury leave.
2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
3. If the City disputes the injury leave request, the employee shall submit himself to a physical and/or mental examination conducted by a doctor(s) and/or psychologist chosen and paid for by the City.
4. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Workers' Compensation claim. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Workers' Compensation claim will be determinative.
5. Any payment from Workers' Compensation for a covered claim during the above ten shift period shall be turned over to the City.

(C) Injury for purposes of this Article shall be defined as any injury compensable under the Workers' Compensation Law of the State of Ohio, including any disease.

## ARTICLE22

### EDUCATIONAL LEAVE

In the event a member of the bargaining unit shall be required by the City to take job related training on the day and during the hours that he is regularly scheduled to work, he shall be compensated at his regular hourly rate.

In the event a member of the bargaining unit shall be required by the City to take job related training on a day and during hours that he is not regularly scheduled to work he shall be compensated on an overtime basis at a rate 1.99 times his regular hourly rate for time spent for such training.

A member who attends training necessary to maintain the member's certification, including advanced EMT and paramedic certifications, if credit hours for such certification or recertification are not compensated from another source, on a day and during hours that he is not regularly scheduled to work, shall be compensated on a straight time basis at his regular hourly rate. Such hours shall not exceed that which is required by the Ohio Division of EMS. For the purposes of this Article, employees must choose between Option I (Exam in Lieu of C.E.) and Option II (Continuing Education) at the beginning of the renewal cycle.

## ARTICLE 23

### COURT LEAVE

#### Section 1. Jury Duty

Any member of the bargaining unit who is required to report for jury service on the day and during the hours that he is regularly scheduled to work shall notify his immediate supervisor in advance thereof. Any fee earned by the bargaining unit member for jury service shall be paid to the City and the City shall compensate him by the amount he would have earned for working his regularly scheduled shift. Upon completion of jury service the bargaining unit member shall return to duty should the shift that he is scheduled to work still be on duty.

#### Section 2. Other Court Appearances.

Any member of the bargaining unit who is required to appear in court whether as a witness or party defendant when such appearance arises out of the performance of his duties for the City and is on the day and during the hours that he is regularly scheduled to work shall notify his immediate supervisor in advance thereof. Any fee earned by the bargaining unit member in connection therewith shall be paid to the City and the City shall compensate him by the amount he would have earned for working his regularly scheduled shift. Upon completion of his appearance the bargaining unit member shall return to duty should the shift that he was scheduled to work still be on duty.

In the event the appearance is on a day and during hours when he is not regularly scheduled to work the City shall compensate the bargaining unit on an overtime basis at a rate 1.99 times his regular hourly rate, or in the case of the Inspector at a rate 1.5 times his regular hourly

rate for time spent for such appearance, but in any event for a minimum of two hours s

## ARTICLE24

### MILITARY LEA VE

Members of the bargaining unit who are members of the Ohio National Guard, U.S. Army Reserves, U.S. Marine Reserves, U.S. Air Force Reserves, or U.S. Naval Reserves shall be granted military leave of absence pursuant to Ohio Revised Code Section 5923.05.

## ARTICLE 25

### INSURANCE

#### Section 1. Life Insurance

The City agrees to furnish each member of the bargaining unit with term life insurance coverage in the amount of \$20,000.00 and accidental death or dismemberment insurance coverage in the amount of \$20,000.00 at no cost to them. Such insurance shall be payable to a beneficiary or beneficiaries that each such employee shall designate and shall be on the same terms and conditions as the policy presently providing such coverage.

#### Section 2. Health Insurance

- A. The City shall pay 85% of the premium costs to provide Core Key II Medical Benefits, \$10/\$20/\$35 Prescription Drug, Dental & Optical Plan 1 Benefits under the 314 Benefit Plan through the Michigan Conference of Teamsters Welfare Fund, as more fully described in Appendix B that is attached to this Agreement. The enrolled unit members shall pay 15% of the premium costs in each year of the contract capped at the following levels:

2015 employee share capped at \$207.54 per month.

2016 employee share capped at \$211.98 per month.

2017 employee share capped at \$217.46 per month.

- B. **In the event that a bargaining member's spouse is also an employee of the City, that bargaining member shall contribute only 7.5% of his or her insurance premium costs, in which case his or her spouse would cover the other 7.5%**

#### Section 3. Reopener

This Article may be reopened during the life of this Agreement if either side can present insurance coverage that will increase benefits and/or lower costs without lessening the quality of service

#### Section 4. Liability Insurance

**See Appendix "C", City Umbrella Policy.**

## ARTICLE 26

### UNIFORM PURCHASE ALLOWANCE

#### Section 1. Amount

Each member of the bargaining unit shall be entitled to an annual uniform allowance of \$360.00. If a bargaining unit member is promoted in rank, he shall **be provided, by the City, all uniform items required for such promotion. These items to include the following: All required brass, bell cap, white dress shirt, dress blouse and two tactical polo embroidered shirts thirty (30) days after the promotion takes effect.**

Upon satisfactory completion of his probationary period a member of the bargaining unit shall **be provided, by the City, a complete dress blues uniform,** in addition to the annual amount.

Items which can be purchased with the uniform allowance are listed on the schedule attached to this Agreement. Any references to brand names in the schedule are used to establish the minimum level of quality desired; substitutes shall be allowed if they are of equal or better quality.

#### Section 2. Uniform Requirements

The Fire Chief shall specify the uniform items to be worn subject to the approval of the Director of Public Safety and Service. The Union may appoint an advisory committee, not to exceed three persons, who may provide advice and assistance to the Chief in the formulation of the uniform items list. The uniform items list shall be completed by the City and available for inspection by the Union no later than February first annually.

All members of the bargaining unit shall, during duty hours, wear uniforms as prescribed by the rules and regulations of the Fire Department.

### Section 3. Payment of Allowance

The City shall complete the process for the selection of its uniform supplier(s) not later than April thirtieth annually and shall submit orders to its uniform supplier(s) not later than June thirtieth annually. As part of this process, the City shall request bids for those items listed on the schedule attached to this Agreement. The City shall attempt to have suppliers submit bids on as many items as the supplier is capable of submitting a bid.

Thereafter all uniform purchases shall be upon requisition signed by the member of the bargaining unit and approved by the Fire Chief and Director of Public Safety and Service. Payment shall be made by the Auditor to the supplier in the same manner as any other obligation of the City and under no circumstances to the member of the bargaining unit.

An employee who wishes to "bank" part of the annual clothing allowance to a future year may do so by filing a written statement with the Chief or designee indicating the amount to be banked by June 30. The union will designate a bargaining unit employee to keep a record of the amounts banked by each employee, which record will be available to the Chief (unless the Chief has an alternative clerical procedure).

### Section 4. New Uniforms

If the Federal government or State of Ohio mandate changes in uniform requirements for firefighters, then the City agrees within a reasonable time to provide

three complete sets of such uniform items for each bargaining unit member at the City's cost.

The provision of such uniform items shall be in addition to, and not in place of, the uniform purchase allowance more fully described above. If the Chief mandates a change in item(s) of the uniform, then the City within a reasonable time will provide three complete sets of such uniform items for each bargaining unit member at the City's cost.

ARTICLE27

MILEAGE TRAVEL EXPENSE

Members of the bargaining unit, when upon official business for the City outside the City, shall be allowed **the current mileage rate published by the GSA** for mileage traveled by non-City automobile; or the reasonable and actual cost of bus, train or airfare so incurred. Duplication for mileage is not authorized and shall not be allowed or paid when two or more officials or employees travel by the same automobile.

Members of the bargaining unit, when upon official business for the City requiring overnight lodging, shall be allowed the **current rate published by the GSA** for such lodging; provided that when the official or employee procures overnight lodging at the site of a conference or convention then he shall be reimbursed for the reasonable and actual cost of such lodging even though in excess of the **GSA published rate**.

Members of the bargaining unit, when upon official business for the City outside the City, shall be allowed the **current rate published by the GSA for the following** meals:

Breakfast (if the previous evening was spent outside the City and if not provided as part of a conference or convention), **or if travelling before 6 a.m.**

Lunch (if not provided as part of a conference or convention)

Dinner (if the individual is unable to return to the City by 8:00 p.m. and if not provided as part of a conference or convention)

In order to be entitled to reimbursement the member of the bargaining unit shall submit to the City Auditor a statement setting forth the actual expenses incurred in respect of mileage, lodging and meals. If approved by the Chief and showing the nature of the official business requiring such trip, then the City Auditor shall issue his warrant for payment of the appropriate amount to the employee in accordance with this section.

## ARTICLE28

### TUITION REIMBURSEMENT

Each full-time bargaining unit member shall be eligible for reimbursement of the cost of tuition and laboratory fees for accredited college, technical school, adult education and correspondence courses provided that all of the conditions enumerated below are fulfilled:

- B. That the direct usefulness of the course material to the employee's job duties be demonstrated to the satisfaction of the Director of Public Safety and Service;
- C. That the employee request, in writing, and obtain, in writing, prior approval for taking such course from both the Fire Chief and the Director of Public Safety and Service;
- D. That prior to taking such course, funds be appropriated and available for such purpose in the proper account;
- E. That the employee agree, in writing, prior to taking such course that in the event of the termination of his employment for any reason within two years of the date of the completion of the course, he will refund to the City the prorated portion of the monies reimbursed to him by the City; and,
- F. That upon completion of the course the employee provide proof thereof with at least a grade of "C" or its equivalent, and receipts for the expenditures for which he claims reimbursement to his appointing authority.

## ARTICLE29

### DISCIPLINE AND DISCHARGE

A. Non-probationary employees may be disciplined or discharged for just cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current reasonable rules or policies or reasonable rules or policies hereafter put into effect. Subject to paragraph (B) (3) below, discipline shall be progressive.

B. 1. Before imposing a reduction in pay, demotion, suspension or discharge, the Chief or the Safety-Service Director shall hold a conference with the employee to give the employee an opportunity to learn the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by one representative of his or her own choosing. The conference will be scheduled as promptly as possible by the Chief or Safety-Service Director.

2. If the Safety-Service Director determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee with pay pending the conference provided for in paragraph (B)(1) to determine final disciplinary action.

3. The Chief may issue or modify reasonable rules for employees. Certain offenses may be serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses may include, but are not necessarily limited to the following: (a) theft of or damage to property of the Employer; (b) theft of or damage to the property of a fellow employee; (c) insubordination, or the uttering or threatening or abusive language toward management personnel, another employee or a member of the public; (d) intoxication, working under the influence or effects of alcohol or a controlled substance, or the sale, possession or use of alcohol on the job or any controlled substance at any time; (e) falsification of any records, including employment records; (f) fighting; (g) any conduct which

could jeopardize the safety of other employees or members of the public.

4. When imposing a reduction in pay, demotion, suspension, or discharge, the Safety-Service Director shall sign a written order of reduction, demotion, suspension, or discharge, and provide a copy of it to the employee(s).

C. Ohio Revised Code 124.34 is superseded by this Agreement, and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedure of this labor contract

## ARTICLE 30

### TERMINATION

Each member of the bargaining unit whose employment with the City is terminated by retirement at any time, disability retirement at any time, or after twelve years of consecutive employment for any reason by the City shall be entitled to compensation for accumulated pay (including overtime), accrued longevity, accumulated vacation (subject to the maximum established in the provisions of the Article on vacation), accumulated holidays, and accumulated sick leave up to a maximum of 120 days, provided however that all bargaining unit members hired after January 1, 1991, shall be entitled to compensation for only fifty percent of their accumulated sick leave up to a maximum 120 days accumulation. A written estimate of compensation for these sums shall be provided to the employee within fourteen (14) days of a written request from the employee, but such request may be made only once per employee.

The sums set forth above shall be paid in accordance with the following

formulas: Regular Pay                      hours worked x hourly rate.

Overtime                                      hours worked on overtime x overtime rate.

Longevity Pay-                              a prorata amount which represents the longevity pay earned per Article 16 since the employee's last anniversary date and which has not been paid in the semi-annual payments under Article 16.

Vacation-                                      number of weeks accumulated x 53 hours per week (40 hours per week for the Inspector) x hourly rate of pay. For purposes of this section the hourly rate of pay shall include the hourly longevity increment.

Holidays - are not accumulated until passed on the calendar, to be paid at regular hourly rate if worked and compensatory time off not already taken in lieu thereof

Sick Leave -  $\frac{\text{hours of sick leave accumulated}}{8}$  (yields number of sick leave days) x [hourly rate (including longevity increment) x  $\frac{53 \text{ hours}}{5}$  (yields daily rate of pay)].

Upon termination for reasons other than those set forth above, a bargaining unit member shall be entitled to the compensation set forth above, except for compensation with respect to accrued sick leave.

In every case final pay shall be made to the bargaining unit member on the date of the last regular paycheck of the member. The bargaining unit member must give 30 calendar days' written notice of resignation or retirement to the Safety-Service Director.

## ARTICLE 31

### HEALTH AND SAFETY

#### Section 1. Purpose

Both the City and the Union recognize the importance of ensuring the safety of the employees of the Marietta City Fire Department within the financial restrictions applicable to them. Therefore the topics of health and safety shall be proper topics of discussion for the Labor Management Committee.

#### Section 2. Protective Clothing

The City agrees to furnish each employee of the Marietta City Fire Department with approved turnout gear of the most recent design practicable, which shall consist of helmets and liners, hoods, gloves, coats, bunker pants and boots. Damaged turnout gear shall be repaired or replaced by the City within thirty (30) calendar days of the damage being reported to the Chief or his designee. Damaged turnout gear shall be shipped out for repair within seven calendar days of the damage being reported to the Chief or his designee. If replaced, the replacement gear must be of equal or better quality.

**The City also agrees to furnish each bargaining unit member a flashlight for their helmet or coat which ever they choose. The helmet light shall be approximately 115 lumens and the coat light, approximately 140 lumens.**

**The City also agrees to furnish each bargaining unit member a bailout kit consisting of approximately thirty (30) feet of 7.5 mm dynamic kernmantle life safety rope, a rescue 8, and two (2) carabiners.**

**All issued protective clothing and gear shall be turned back into the City upon the employee's termination of employment for whatever reason.**

Section 3. Breathing Apparatus

The City will maintain twenty-four (24) units of positive pressure breathing apparatus for the Fire Department's use.

Section 4. Training

The City agrees to furnish employees of the Marietta City Fire Department with training in the proper use of new equipment or procedures adopted for use by the Department.

Section 5. Medical Surveillance

The City agrees to develop a program of health and safety awareness including annual medical testing for employees of the Marietta City Fire Department to be conducted not later than six months following each anniversary date hereof. The medical testing shall be keyed to the discovery of job related problems and shall be carried out at no cost to the employees of the Department during regular on-duty hours. When medical testing reveals the need for job stress counseling that the City can provide to the employees of the Department through the resources of the Marietta City Health Department then such counseling shall be made available to the employee in question at no cost to him. Medical testing shall conform generally to the standards adopted by **IAFF Local 442.**

Section 6. Rescue Squad

The City agrees that a rescue squad from the Marietta City Fire Department shall be present at the scene of fires or emergencies to render care to employees of the Department as well as victims of the emergency.

Section 7. Testing of Aerial Devices

The City agrees to pay for the inspection and testing by an independent testing company of the safety of aerial devices used by the Department at least once every three years. A copy of the test results shall be furnished to the Union.

Section 8. Exposure to Infectious Materials

The City agrees to pay for the cost of any baseline blood tests for any members exposed to infectious materials when workers' compensation fails to do so upon proper application.

**FIREFIGHTER'S MEDICAL SURVEILLANCE**

1. Annual:
  - a. Cardio-Pulmonary Function (Breathing-Lung Capacity)
  - b. Blood work
    1. Cholesterol screen
    2. C.B.C
    3. T.B. test
    4. Other as prescribed by City Health Commissioner
    5. PSA for employees age 40 and over
2. Bi-Annual:
  - a. E.K.G.
  - b. Chest X-Ray
3. As Required:
  - a. Back X-Ray in the event of injury
  - b. Tests set forth above as prescribed by the City Health Commissioner
  - c. Hep B vaccine for new employees.

**Section 9. Physical Fitness Program**

The Fire Department Rules and Regulations shall provide and require the structured participation of all bargaining unit members in a program or programs to develop and maintain appropriate

levels of physical fitness. The Fire Chief shall determine these levels of physical fitness based upon the assigned functions and activities of the various positions within the Department and in such a manner that participation of bargaining unit members in physical fitness program(s) will tend to reduce the probability and/or severity of occupational injuries and/or illnesses. The Fire Chief may tailor programs to fit the interests and needs of individual firefighters.

A volunteer Performance Incentive Program has been established for Members covered by this agreement. The Fire Chief or designee(s) will observe and evaluate each member's performance to verify successful achievement of the goals and criteria set forth in Appendix A. The sum of Three Hundred Dollars (\$300) shall be payable, July 1, to each member who successfully achieves the goals and criteria set forth. Bargaining unit members who are unable to demonstrate attainment of the appropriate levels of physical fitness shall enter a rehabilitation program to facilitate progress in attaining a level of physical fitness commensurate with their assigned functions and activities.

The physical fitness program(s) shall be under the medical supervision of the City Health Commissioner

## ARTICLE 32

### SUBSTANCE AB U S E

A. Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. It is recognized that the City has the right to insist on an alcohol and drug-free environment.

The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

B. The Director of Public Safety and Service may order any employee of the Department to undergo a drug or alcohol screening test whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job.

C. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the City may order the employee to undergo a confirmatory test by gas chromatographymass spectrophotometry the results of which shall be deemed conclusive as to the parties. A positive result from an alcohol test means a level of impairment, .010 percent, as outlined under O.R.C. Section 4511.19(3). The City may also suspend the employee without a loss of pay before the time the confirmatory test results are complete tests. Confirmatory tests shall be made by a medical professional or institution qualified to administer such a test.

D. If the screening test and confirmatory test are positive, the City may discipline the employee up to and including discharge; provided, however, that an employee who is a first offender with respect to an alcohol violation shall have the right to elect between the proposed disciplinary action and entry into and successful completion of a rehabilitation or detoxification program. If an employee first notifies the Department that he is an alcoholic or a drug addict he shall be permitted to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accumulated sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer an alcoholic or drug addict, the employee shall return to an available position for which he is qualified. Such employee may be subject to periodic retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

E. If the employee: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program of rehabilitation or detoxification; or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, such employee shall be subject to disciplinary action up to and including discharge.

F. All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

G. The City shall pay for drug and alcohol screening and confirmatory tests.

H. An employee has the right to challenge the results of unconfirmed drug testing in the same manner that he may grieve any other managerial action.

## ARTICLE 33

### DUTY STATION MAINTENANCE

#### Section 1. Maintenance

The City agrees to supply the tools and cleaning materials, in reasonable quantities, required for the day to day maintenance and upkeep of all fire stations and the living quarters within fire stations.

#### Section 2. Furnishings

The City agrees to furnish and maintain a stove, refrigerator, table and chairs, and day room furniture and reasonable quantities of cooking utensils for each fire station.

#### Section 3. Bedding

The City agrees to furnish beds, mattresses, bedding and linens in reasonable quantities for each member of the bargaining unit. The City agrees to furnish and maintain at least one washer and dryer at a fire station for use of the members of the bargaining unit in cleaning their bedding linens. The City further agrees to furnish and maintain at a fire station one commercial washer and commercial dryer designed to be used to wash and dry turnout gear

## ARTICLE34

### RESIDENCY

All employees of the Marietta City Fire Department shall live within a 25 mile radius of City Hall.

Any person who is employed or reinstated as an employee of the Marietta City Fire Department on or after the effective date hereof, shall as a condition of employment reside within the geographical area set forth herein or shall meet such residency requirement within six (6) months of appointment.

The City and the Union agree that all employees of the Marietta City Fire Department meet the requirements of this Article and that violation of the provisions of this Article by an employee of the Marietta City Fire Department shall be grounds for disciplinary action as determined by the City Director of Public Safety and Service.

## ARTICLE35

### GRIEVANCE PROCEDURE

#### Definitions

"Administration" shall mean those excluded from the bargaining unit.

"Days" shall mean work days exclusive of weekends and holidays unless specified differently.

"Grievance" shall mean a claim by an employee(s) and/or the Union that there has been a violation, misinterpretation or misapplication of this Agreement which does not impinge upon the prerogatives of the administration or management rights.

If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this grievance procedure.

"Grievant" shall mean an employee(s) and/or the Union initiating a grievance. (Where more than one employee is a grievant, each shall sign the grievance.)

"The Chief" shall mean the Chief of the Marietta City Fire Department. In the event the Chief is absent, the Assistant Chief shall take his place.

#### Rights of the Grievant and the Union

A grievant may at his/her sole discretion be accompanied at all steps of the grievance procedure by a representative of the Union, however, the City shall notify the Union of a grievance filed by a grievant who does not desire to be accompanied by a Union representative.

The purpose of these procedures is to secure, at the lowest level an equitable solution to all grievances. All parties agree that grievances will be kept confidential, except where the parties agree otherwise.

Grievances shall be processed as expeditiously as possible.

## Time Limits

The number of days indicated at each step in the procedure shall be the maximum.

If the grievant does not present a grievance within ten (10) days of the time when he knew, or should have known, of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

All notices of hearing, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

## GRIEVANCE PROCEDURE

### Informal Procedure:

A grievance shall first be presented to the officer in charge in an attempt to resolve the problem .

If the grievant desires Union representation, he shall submit the grievance to the Union Grievance Committee for determination.

**Formal Procedure:**

**Step I.** If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in triplicate. Copies of this form shall be submitted by the grievant to the Chief. Within five (5) days of the receipt of the Grievance Report Form, the Chief shall meet with the grievant. The Chief shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Director of Public Safety and Service.

**Step II.** If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Director of Public Safety and Service or his/her designee, who shall within five (5) days meet with the grievant. Within five (5) days of this meeting, the Director of Public Safety and Service or his/her designee shall write his/her disposition of the grievance, by completing his/her portion, forwarding a copy to the grievant, the Union and the Chief.

**Step III.** If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) days following either receipt of the disposition of grievance or the lapse of twenty (20) days following grievant's submission of the Grievance Report Form to the Director of Public Safety and Service under Step II, whichever occurs first. The grievant's request for

arbitration shall be by certified mail with return receipt requested to the Director of Public Safety and Service. Within five (5) days following receipt of the grievant's request for arbitration, the Director of Public Safety and Service or his/her designated representative shall mutually petition the Federal Mediation Conciliation Service and, if unavailable or unwilling to serve, then the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected in accordance with the rules of the F.M.C.S. or the A.A.A.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the City, the Union and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall confine himself/herself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision. The arbitrator shall in no way interfere with applicable law, and rules and regulations having the force and effect of law, nor render a decision which conflicts with Federal or State law. The costs of the arbitrator shall be shared equally by the parties.

## Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of the employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

In the event the Union determines, at any level of the grievance procedure, that a grievance should not be carried further, the grievant may continue the procedure but shall be liable for any expense incurred thereafter in such proceeding.

Grievances may be processed without fear of reprisal by either party to this contract, or by any participant in the grievance.

A grievance may be withdrawn at any level.

No employee may be represented in this grievance procedure by any Union organization other than Local 442 or its affiliates.

No employee shall be required to be represented by the Union.

No records, documents or communications concerning a grievance shall be placed in the personnel file of any of the participants in this procedure.

The forms for processing grievances shall be made available through the Chiefs office, the Director of Public Safety and Service and the Union.

GRIEVANCE PROCEDURE

Marietta City  
Marietta Firefighters Local No. 442

GRIEVANCE NO: \_\_\_\_\_

DISTRIBUTION OF FORM

1. Director of Public Safety and Service
2. Chief
3. Local 442
4. Fireman

Submit to Chief in Triplicate

STATION	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED
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**STEP I**

A. Date Cause of Grievance Occurred

C. 1. State of Grievance

2. Relief Sought

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

D. Disposition of Chief

Signature of Chief: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP II**

A. Position of Grievant and/or Union

Signature of Grievant: \_\_\_\_\_

Date: \_\_\_\_\_

B. Received by Director of Public Safety and Service

Date: \_\_\_\_\_

Disposition by Director of Public Safety and Service

Signature of Director: \_\_\_\_\_

Date: \_\_\_\_\_

**STEP III**

A. Position of Union

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

B. Date Submitted to Arbitration: \_\_\_\_\_

C. Disposition of Arbitrator

Signature of Arbitrator: \_\_\_\_\_

Date: \_\_\_\_\_

## ARTICLE 36

### NO STRIKE/NO LOCKOUT

#### Section 1.

The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strikes or slowdown which affects the Employer or his operations.

Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the Local.

#### Section 2.

In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section One of this Article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the Grievance Procedure Article.

Section 3.

During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section One of this Article.

Section 4.

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

ARTICLE37

SAVINGS CLAUSE

Section 1.

Should any Article, Section, or portion of *this* Agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific Article, Section, or portion of the Agreement. The parties will meet and discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 38

SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## ARTICLE 39

### RULES AND REGULATIONS

A copy of the Department Rules and Regulations shall be posted on a bulletin board in each of the three fire stations within the first ten (10) days of the calendar year. Except in emergencies, new rules or changed or deleted rules shall be posted at least ten calendar days before implementation.

ARTICLE40

CITY LEGISLATION

Upon request the City will forward to the Union a copy of any ordinance pertaining to the Department which is pending before Council.

## ARTICLE 41

### CREDIT UNION/DIRECT DEPOSIT

The City shall maintain a procedure whereby a Member's paycheck may be directly deposited into his/her bank account. The City shall also maintain a procedure allowing for the automatic deduction from a member's paycheck and deposit into an account at a credit union upon the member's written authorization.

ARTICLE 42

DURATION OF AGREEMENT

This Agreement shall be effective as of November 1, 2014, and shall remain in effect through October 31, 2017, and shall continue thereafter for a successive period of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to modify or terminate this Agreement.

**No later than November 1, 2016 either party may reopen this agreement for the purpose of negotiating wage scales for the period of November 1, 2016 through October 31, 2017. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board.**

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
For the City

\_\_\_\_\_  
For the Union

ARTICLE 42

DURATION OF AGREEMENT

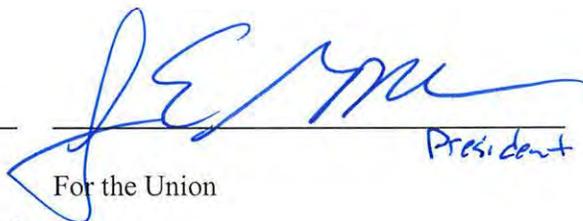
This Agreement shall be effective as of November 1, 2014, and shall remain in effect through October 31, 2017, and shall continue thereafter for a successive period of twelve (12) months, unless either party to this Agreement on or before sixty (60) days prior to the expiration of such period, notifies the other party, in writing, of its intention to modify or terminate this Agreement.

**No later than November 1, 2016 either party may reopen this agreement for the purpose of negotiating wage scales for the period of November 1, 2016 through October 31, 2017. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board.**

IN WITNESS WHEREOF, the parties hereto have set their hands this 23 day of January, 2015.

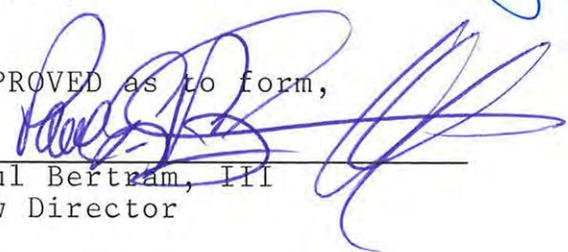


For the City

  
President

For the Union

APPROVED as to form,

  
Paul Bertram, III  
Law Director

PERFORMANCE INCENTIVE REQUIREMENTS1. The employee shall complete one (1) of the following:

Age:	<u>18-25</u>	<u>26-35</u>	<u>36-49</u>	<u>50-over</u>
	<u>(a.) -- 1 ½ mile run</u>			
Time :	14 min.	15 min.	16 min.	17 min.
or	<u>(b.) -- 3 mile walk</u>			
Time :	40 min.	44 min.	48 min.	50 min.
or	<u>(c.) -- run on a motorized horizontal treadmill (timed)</u>			
Speed:	6 mph	6 mph	6 mph	5 mph
Time :	8 min.	7 min.	6 min.	5 min.

2. The employee shall complete each of the following:

Age:	<u>18-25</u>	<u>26-35</u>	<u>36-49</u>	<u>50-over</u>
	<u>(a.) -- Climb stairs consisting of ten (10) steps (timed)</u>			
Trips:	9 up-back	7 up-back	6 up-back	5 up-back
	(per min.)	(per min.)	(per min.)	(per min.)
Time:	9 min.	7 min.	6 min.	5 min.
	<u>(b.) -- Sit-ups (timed)</u>			
Number:	40	37	30	22
Time:	1 min.	1 min.	1 min.	1 min.
	<u>(c.) -- Push-ups</u>			
Number:	30	25	20	15
	<u>(d.) -- Flex arm-hang (timed, palms away)</u>			
Time:	9 seconds	8 seconds	7 seconds	6 seconds

(e.) The employee, given a beam secured to a level floor and measuring 20 feet long by 3 to 4 inches wide and given a 50 foot section of fire hose with couplings, shall walk the length of the beam, carrying said hose, without falling off or stepping off the beam.

(f.) The employee given a weight of 85 lbs. shall lift the weight from the floor and carry the weight 75 feet without stopping.



Michigan Conference of Teamsters Welfare Fund  
Plan 314  
SCHEDULE OF BENEFITS

Key 2 Major Medical Plan Benefit	BCBS PPO Network	Non-BCBS PPO Network
Annual Deductible	\$100 per individual \$200 per family	\$300 per individual \$600 per family
Annual Out of Pocket Coinsurance Maximum	\$1,500 per family in excess of deductible	\$2,500 per family in excess of deductible
In-Patient Hospital Expenses	Covered 85%* of CC subject to deductible for up to 365 days semi-private room or private room if medically necessary	Covered 75%* of MAB subject to deductible for up to 365 days semi-private room or private room if medically necessary
Hospital Emergency Expenses (must meet criteria)	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
Mental Health & Substance Abuse Benefits (must receive prior authorization by calling Value Options at 800-457-8540)	Inpatient Hospital: 45 days**** per person per calendar year. Covered 85%* of CC subject to deductible. Inpatient Physician: Covered 85% of CC subject to deductible for up to 50 visits**** annually combined with in/outpatient mental health and substance abuse. Outpatient Physician: \$15 copay; 50 visits**** annually combined with in/outpatient mental health and substance abuse**.	Inpatient Hospital: 45 days**** per person per calendar year. Covered 75%* of MAB subject to deductible. Inpatient Physician: Covered 75% of MAB subject to deductible for up to 50 visits**** annually combined with in/outpatient mental health and substance abuse. Outpatient Physician: Covered 50% of MAB up to 50 visits**** annually combined with in/outpatient mental health and substance abuse**.
Surgical Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Specified Organ Transplant Program Expenses	Covered 100% of CC. Must use a designated facility.	Covered 100% of CC. Must use a designated facility.
Maternity Expenses Pre/Post Natal Delivery	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Anesthesia Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Ambulance Expenses Ground/Air/Water	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
X-ray and Diagnostic Testing Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Laboratory Expenses Fluids/Pathology/Diagnostic Tests	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Physician Charges Inpatient/Outpatient/Office Visit	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Wellness Benefit Physical / GYN Exam / Well Child Exam	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Wellness Benefit Pap Smear Screening & Mammogram Screening	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Wellness Benefit Child Immunization / Adult Flu Vaccination	Covered in full Deductible & copayment waived	Covered 75%* of MAB subject to deductible
Injection Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Chiropractic Expenses	24 spinal manipulations per person annually covered 80% of CC. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .	24 spinal manipulations per person annually covered 70% of MAB. One mechanical traction per day only with spinal manipulation covered under <i>Physical, Speech &amp; Occupational Therapy Expenses</i> . One "new patient" office visit every 36 months and one "established patient" office visit annually, per chiropractor, covered under <i>Physician Charges - Outpatient/Office Visit</i> .
Hearing Aid Expenses	Covered 85%* of CC subject to deductible, up to \$1,000 per person, per aid every 2 years	Covered 85%* of MAB subject to deductible, up to \$1,000 per person, per aid every 2 years
Outpatient Cancer Treatment (e.g. chemotherapy & radiation therapy)	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Physical, Speech & Occupational Therapy Expenses	Covered 85%* of CC subject to deductible	Covered 75%* of MAB subject to deductible
Home Health Care Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible
Skilled Nursing Facility Expenses	85%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.	85%* eligible expenses subject to deductible for room and board and other medical services up to 730 days reduced by 2 times the number of days in hospital.

Plan 314 Schedule Of Benefits

Key 2 Major Medical Plan Benefit	BCBS PPO Network	Non-BCBS PPO Network	
Hospice Care Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible	
Durable Medical Equipment and Medical Supplies Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of scheduled amount subject to deductible	
Prosthetic Devices and Orthotics Expenses	Covered 85%* of CC subject to deductible	Covered 85%* of MAB subject to deductible	
Pharmacy Benefit	Caremark Pharmacy Network		
Prescription Drug Rx2	Participating Retail: Up to 34 day supply, covered in full after \$10 copay for generic and \$20 copay for brand name drugs. 90 day supply covered in full after \$20 copay for generic and \$40 copay for brand name drugs. Participating Mail Order: Up to 90 day supply. Covered in full after \$20 copay for generic and \$40 copay on brand name drugs.		
Dental Benefit	Delta Dental PPO Network	Delta Dental Premier Network	Non-Delta Dental Network
Dental Plan 1	Dental: Class I & II covered in full; Class III 90% of CC. Annual maximum \$2,100 per person. Orthodontic: 85% of CC up to \$3,500 lifetime per adult/child.	Dental: Class I & II covered in full; Class III 85% of CC. Annual maximum \$2,000 per person. Orthodontic: 85% of CC up to \$3,500 lifetime per adult/child.	Dental: Class I & II 100% of MAB; Class III 85% of MAB. Annual maximum \$2,000 per person. Orthodontic: 50% of MAB up to \$2,000 lifetime per child.
Vision Benefit	VSP Choice Network		Non-VSP Choice Network
Vision	One exam and one vision correction option <sup>1</sup> per person per calendar year. Exam 100% of CC. Frames up to \$125. 100% of CC for pair of basic single, bifocal or trifocal lenses. Up to \$85 per pair of progressive lenses. 100% of CC per pair polycarbonate lenses under age 19. Up to \$120 for contact lenses. 100% of CC after you pay the first \$60 for contact lenses fitting. Up to \$250 per eye per lifetime for laser vision correction. An average of 20% discount is applied to uncovered charges, excluding contact lenses and laser vision correction. <sup>1</sup> <small>Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.</small>		One exam and one vision correction option <sup>1</sup> per person per calendar year. Exam up to \$50. Frames up to \$75. Up to \$50 for pair of single lenses, up to \$60 for pair of bi-focal lenses, up to \$70 for pair of trifocal lenses. Up to \$70 for pair progressive lenses. Up to \$80 for contact lenses. Up to \$250 per eye per lifetime for laser vision correction. <sup>1</sup> <small>Vision correction option is a pair of lenses plus frames, or contact lenses and fitting, or laser vision correction for one or both eyes.</small>
Other Benefit(s)	Coverage		

**Benefit Bank Weeks** Receive 6 benefit bank weeks for the period of 4/1/09 through 3/31/12.\*\*

CC (Contracted Charges) means the agreed upon fees between MCTWF and in-network providers.  
 MAB (Maximum Allowable Benefit) means the portion of the amount billed by an out-of-network provider that has been established as the Plan maximum payable amount, subject to deductible, coinsurance and co-payments.

- \* The coinsurance payments for these services apply toward the out-of-pocket maximum.
- \*\* The co-payments and/or coinsurance payments for these services do not apply towards the annual out-of-pocket maximum.
- \*\*\* Participant receives the noted 6 weeks except in cases where a different arrangement was approved by MCTWF, or the participant is contributed on under a MCTWF plan with seasonal eligibility requirements, in which case they do not receive benefit bank weeks.
- \*\*\*\* Each non-residential intensive outpatient day counts as one fourth of an inpatient day and each residential intensive outpatient day counts as one half of an inpatient day. All professional visits provided in connection with an approved in-hospital treatment (including inpatient, partial/day hospital and intensive outpatient with or without domiciliary component) will be covered. In addition, during the four months following discharge, or until January 1st, whichever period is shorter, up to 10 more professional visits will be covered after the 50 in/outpatient professional limit has been exhausted.

This schedule of benefits is not a full statement of covered services under your Plan. As a general rule, all procedures or services not deemed experimental by the medical community are covered. Contact MCTWF's Customer Communications Department for any benefit questions you may have.

Michigan Conference of Teamsters Welfare Fund  
 2700 Trumbull Avenue  
 Detroit, Michigan 48216  
  
 (313) 964-2400 or (800) 572-7687  
 www.mctwf.org

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND  
 2700 Trumbull Avenue, Detroit, Michigan 48216  
 313-964-2400  
**Participation Agreement**



This Participation Agreement is entered into by and between The City of Marietta (8607) (hereafter, the "Employer") and Teamsters Local Union No. 637 (hereafter, the "Local Union"), signatory herein, by their duly authorized representatives.

WITNESSETH

WHEREAS, the Employer and the Local Union have entered into a collective bargaining agreement that provides for participation in and contributions to the Michigan Conference of Teamsters Welfare Fund ("the Trust Fund") by the Employer to obtain health and welfare benefits for employees represented by the Local Union and employed by the Employer.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and subject to the written acceptance of this Participation Agreement by the Trustees of the Trust Fund ("Trustees"), the Employer and the Local Union hereby agree as follows:

1. The Employer and the Local Union agree to be bound by and hereby assent to the terms of the Trust Fund's Trust Agreement, Benefit Plan Documents, Employer Accounts Policies and Procedures and all other policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the Trust Agreement, and all of the actions of the Trustees in administering the Benefit Plan(s) in accordance with the Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations adopted by the Trustees, notwithstanding any provision to the contrary in a collective bargaining agreement between the Employer and the Local Union. In the event of any inconsistency between the provisions of this Participation Agreement and the provisions of the Collective Bargaining Agreement as initially presented to the Trust Fund or as subsequently modified, and/or any other written or verbal agreement between the Employer and the Local Union, this Participation Agreement shall govern.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement and all past or succeeding Employer Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Local Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all past or succeeding Union Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

4. Contributions owed for each week of a month are due on or before the 1<sup>st</sup> day of that month (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. If a contribution is not received by the Trust Fund by the 6<sup>th</sup> day of the month (5 days following the due date), the Employer shall pay interest on the outstanding balance, retroactive to the due date, at the rate set forth in the rules and regulations adopted by the Trustees. Contributions received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance. Under no circumstances shall interest be waived.

5. The Employer must timely report to the Trust Fund all active employment status changes (i.e., layoffs, terminations, resignations, personal leaves, military leaves, work related and non work related illnesses and injuries, and other changes in status). The Employer must choose one of the two reporting options below by initialing the appropriate box. Failure to do so will be deemed by the Trust Fund as the selection of option (b).

- (a) Report once per week on the following set day: \_\_\_\_\_, not exceeding six calendar days from the last day of the week being reported on (e.g., report each Friday all status changes that occurred through the prior Saturday), or
- (b) Report within seven calendar days of each status change.

Failure to timely notify the Trust Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported.

6. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current Collective Bargaining Agreement, the result of which affects the obligations under this Participation Agreement, the Employer and Local Union must notify the Trust Fund of such change. No such new collective bargaining agreement or modification shall affect the obligations under this Participation Agreement unless approved in writing by the Trust Fund.

**MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND  
Participation Agreement**

7. Each collective bargaining agreement and participation agreement must require the Employer to contribute to the Trust Fund for a minimum period of three years (36 months) from the effective date of the obligation to contribute to the Trust Fund.

8. The Employer and Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Participation Agreement, the term "Employee" means a person who is employed by an Employer and is eligible to participate in and receive benefits under a Benefit Plan and as further defined in paragraph 9, d. (1) below.

9. The Trust Fund requires that contributions must be made as follows:

- a. on behalf of an Employee whose absence from the job is due to an off-the-job illness or injury for the lesser of (i) a minimum of 4 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the off-the-job illness or injury. Once a contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same off-the-job illness or injury unless the Employee has returned to work for a minimum of 14 continuous calendar days or unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
- b. on behalf of an Employee whose absence from the job is due to an on-the-job illness or injury (i.e., eligible for workers' compensation benefits) for the lesser of (i) a minimum of ~~30~~ <sup>28</sup> weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the on-the-job illness or injury. Once a contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same on-the-job illness or injury unless the Employee has returned to work for a minimum of 14 continuous calendar days unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
- c. on behalf of an Employee for the first 4 weeks of the Employee's absence from the job while on military duty, commencing with the contribution week following the contribution week in which the Employee last worked (*military duty* means service in the uniformed services, including the Armed Forces; Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency);
- d. for each week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week including each week for which wages are received, retroactively and prospectively, pursuant to any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement:
  - (i) The term "Employee" does not include an individual who voluntarily quits, is terminated, is permanently laid off, or is deceased. However, for the purpose of this sub-section, the term "Employee" may include an individual who retires.
  - (ii) Unless otherwise provided in the Collective Bargaining Agreement, contributions are payable only on compensation paid for specifically designated weeks (or portions thereof). Compensable time off will be subject to contributions only if payable for designated weeks (or portions thereof) during which the Employee was not laid off and only if it exceeds the value of 16 hours of wages. Compensation for time worked and time off attributable to the same week triggers only one contribution week payment.
  - (iii) Unless otherwise provided in the Collective Bargaining Agreement, or a separation agreement pursuant thereto, or other written severance agreement, contributions are not payable on severance pay.

**MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND  
Participation Agreement**

- e. on behalf of an Employee for whom contributions have not commenced by April 1, 2014, commencing for the week in which falls the 91st day following the commencement of the individual's employment as an Employee. However, if the Employee is subject to a contractual probationary period, the 90 days is counted beginning upon the earlier of the completion of the contractual probationary period, or the completion of the following limits on such probationary period:
- (i) 210 calendar days for calendar day probationary periods;
  - (ii) 150 working days for working day probationary periods;
  - (iii) 1,200 working hours for working hour probationary periods;
  - (iv) for probationary periods not based on calendar days, working days, or working hours, as determined by the Trustees consistent with probationary periods stated above.
- f. the foregoing contribution requirements are the Trust Fund's minimum requirements and do not modify any additional contribution requirements as contained in the applicable collective bargaining agreement.

10. The entire Teamster bargaining unit group must participate in a Benefit Plan and its members must uniformly be covered by its designated benefit package. The same is true of any non-Teamster group, as described in Section 11 hereof, that wishes to participate.

11. Only the full-time employees (i.e., averaging 30 hours per week or more, measured as prescribed by the full-time employee determination provisions of the Affordable Care Act) of a non-Teamster group whose specific job function is distinctly identifiable may participate in a Benefit Plan. The right of an Employer's non-Teamster group to participate is contingent upon the participation of the Employer's Teamster bargaining unit group(s).

12. This Participation Agreement shall continue in full force and effect beyond the stated Expiration Date hereof, and the Employer shall contribute to the Trust Fund at the then applicable Trust Fund rate for the last plan of benefits designated in this Participation Agreement, until this Participation Agreement is superseded by a renewal Participation Agreement, or until the Trust Fund acknowledges the cessation of the Employer's obligation to contribute pursuant to (a) the Employer's notification to the Trust Fund, by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Trust Fund and the specific basis upon which its legal duty to contribute to the Trust Fund has ceased, or (b) the Local Union's notification to the Trust Fund, by certified mail, that the Employer no longer has a legal duty to contribute to the Trust Fund and the specific basis upon which its legal duty to contribute to the Trust Fund has ceased.

13. An Employer that, through an Employer Association, signs a collective bargaining agreement requiring contributions to the Trust Fund on behalf of Employees is bound by the signature of the Employer Association.

14. Any and all disputes between the Employer and the Trustees relating to contributions to the Trust Fund or this Participation Agreement shall be submitted for resolution to the Trustees as a condition precedent to any formal claim or appeal, and shall not be subject to arbitration or other dispute resolution procedures in the Collective Bargaining Agreement.

15. This Participation Agreement is not binding on the Trustees until accepted by the Trustees. The Trustees have delegated the authority to accept a Participation Agreement to the Trust Fund's Executive Director.

16. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until such time as the Trust Fund receives actual written notice of the existence of the Employer's contribution obligation.

17. a. The Employer shall contribute to the Trust Fund, as stated below, for the noted benefit package(s), at the noted weekly rates and as of the noted effective dates for its Teamster bargaining unit Employees and other Employee groups as contemplated in paragraph 10 above.
- b. Effective April 1, 2014 the Trust Fund will maintain two Benefit Plans - the MCTWF Actives Plan and the MCTWF Retirees Plan. If the benefit package includes a component of coverage under the MCTWF Retirees Plan (i.e., "Retiree Medical Benefits") the Trustees shall allocate from the Employer's contribution to the MCTWF Retirees Plan the amount determined under the applicable published contribution rate for such coverage under the MCTWF Retirees Plan. All contributions for active coverage will be allocated to the MCTWF Actives Plan.

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND  
 Participation Agreement

- c. MOB (Maintenance of Benefits) must be indicated if there is no published rate. Contributions for MOB and for later effective dates shall be made at the rate established by the Trustees for as long as the Employer is required to make contributions. If for any reason a change in the contribution rate occurs after the expiration date of a collective bargaining agreement but while the Employer is engaged in collective bargaining for a new agreement, or is otherwise legally required to continue contributing to the Trust Fund, the Employer must pay the adjusted rate.

Negotiated package:

EFFECTIVE DATE	BENEFIT PACKAGE	WEEKLY RATE
01/01/2015	314	\$311.35
02/15/2015	807	\$307.50
03/29/2015	807	\$323.20
04/03/2016	807	\$318.80
04/02/2017	807	\$339.80

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND  
 2700 Trumbull Avenue, Detroit, Michigan 48216  
 313-964-2400



Participation Agreement

IN WITNESS WHEREOF, the employer and Local Union acknowledge their understanding of, and agreement to, this entire Participation Agreement and have caused it to be executed by their duly authorized representatives on the dates below stated.

Participating Group Information:

Check (and clearly as necessary) either a. or b. below:

a. Teamster Bargaining Unit Employees (all employees covered by your Teamster Collective Bargaining Agreement)

(If not on a] / Changing Description of the Unit

b. Non-Teamster Unit Employees (All full-time employees not covered by your Teamster Collective Bargaining Agreement)

Excluding Part Time Employees

Note: If not all Non-Teamster Unit employees are part of this participating group, state the covered job functions/classifications. All employees performing [in] such functions or classifications must participate.

Period Covered by Teamster Collective Bargaining Agreement:

From 01 / 01 / 2015 To: 12 / 31 / 2017

If Employer is signatory to a group labor agreement (e.g., master, national, industry, or association agreement), note the name of the group labor agreement

Period Covered by Participation Agreement:

From 01 / 01 / 2015 To: 12 / 31 / 2017

ACCEPTED FOR THE BOARD OF TRUSTEES  
 MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

Signature

Richard Burker / Executive Director

Date: \_\_\_\_\_

Employer (corporate information):

Full Corporate Name:

The City of Marietta

Federal Tax Identification Number: 11-8842391

Address: 308 Putman St

Marietta, OH 45790

Telephone Number: 740-373-1387

Fax Number: 740-376-6441

Email Address: \_\_\_\_\_

Employer (billing information):

Check if same as Corporate.

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Imada C. Hupp  
 Signature of Authorized Representative

Josiah C. Hupp, Safety Service Director  
 Name of Authorized Representative/Title (please print)

Date: 1.26.15

Check here to confirm that the employment status reporting option has been selected in paragraph 5 of this agreement and that if you selected option (a) that you have identified the set reporting day of the week.

Teamsters Local Union No: 637

Gregory Ritterbeck  
 Signature of Authorized Representative

Gregory Ritterbeck  
 Name of Authorized Representative/Title (please print)

Date: 1/26/15

**UMBRELLA LIABILITY:**

\$6,000,000	Each Occurrence Limit
\$6,000,000	General Aggregate Limit (other than Products/Completed Operations)
Included	Products & Completed Operations Aggregate Limit
\$6,000,000	Aggregate Limit
\$10,000	Self-insured Retention

**Underlying Policies**

- *Business Auto*
- *Commercial General Liability*
- *Employee Benefits*
- *Stop Gap Liability*
- *Public Officials Liability*
- *Law Enforcement Liability*

**VEHICLE:**

\$1,000,000	Liability Limit
\$1,000,000	Hired & Non-Owned Auto Liability Limit
\$5,000	Medical Payments
\$500	Comprehensive Deductible
\$ 1,000	Collision Deductible
\$120,000	Impounded Autos (Off Masonic Park Road) Deductible: \$500-Comprehensive/\$500-Collision
\$50,000	Hired Car Physical Damage / \$500 Comp Deductible \$1,000 Collision Deductible

Washington County Sheriff Dept named Additional Insured with regard to impound lot --  
location -- off Masonic Park Road, Marietta OH

**General Liability:**

\$3,000,000	Aggregate Limit
\$1,000,000	Per Occurrence Limit
\$1,000	Deductible applies to Bodily Injury/Property Damage per Occurrence
Coverage Format:	Occurrence

**Coverage Included:**

- Pesticide or Herbicide Applicator Coverage - \$50,000 limit
- Skateboard Park Liability
- Owned Watercraft Liability included for boats less than 52' in length
- Non-Owned Watercraft Liability – less than 26' in length
- Sewer Back Up (resulting from negligence)
- Failure to Supply Water Utility
- Personal & Advertising Injury

**Employee Benefits**

\$3,000,000	Aggregate Limit
\$1,000,000	Liability Limit
\$1,000	Deductible
Coverage Format:	Claims-Made

**Ohio Stop Gap Liability**

\$1,000,000	Stop Gap
\$1,000,000	Aggregate Limit
Coverage Format:	Occurrence

**Cemetery Professional Liability**

\$1,000,000	Limit – Based on 3 cemeteries
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**PUBLIC OFFICIALS LIABILITY:**

\$1,000,000	Per Occurrence Limit
\$1,000,000	Aggregate Limit
\$5,000	Deductible Each Claim
Coverage Format:	Claims-Made
Retroactive Date:	6/26/1986

Defense expense outside limit of coverage

Non-monetary - \$10,000 occurrence/\$50,000 aggregate

- Employment Practices Liability is included.
- Fireman's Errors & Omissions Liability is included.

**LAW ENFORCEMENT PROFESSIONAL LIABILITY:**

\$1,000,000	Per Occurrence Limit
\$1,000,000	Aggregate Limit
\$ 5,000	Deductible Each Claim
Coverage Format:	Occurrence Form

*Defense expense outside limit of liability.*

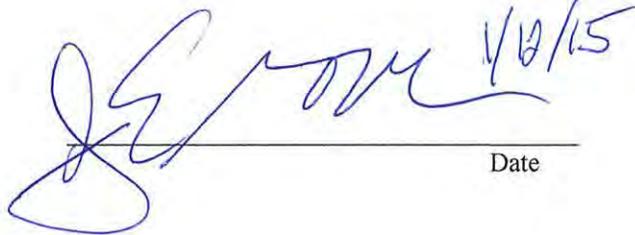
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the City of Marietta, Ohio (the "City") and the International Association of Firefighters, Local 442 (the "Union").

Whereas during current contract negotiations the City published budget projections on Nov. 21, 2014 that supported a City wide 3% wage increase in each of the three contract years and that was the verbal offer on the table at that time. Then on Dec. 4, 2014 the City retracted that offer to 3% in the first year and two reopeners due to what they stated was the unknown effect of the new House Bill 5 which is to take effect on Jan. 1, 2016. This Bill may change how businesses figure their income tax, it is thought that it will impact the Income Tax for the City in a negative way. For that reason, the Union, not wishing to get away from the past practice of negotiating a full three year contract reluctantly did bargain for and accept a contract with 3% in the first year, 3% in the second year and a reopener on wages in the third year with the thought that more would be known of House Bill 5's impact to the City Income Tax in late 2016.

International Association of  
Firefighters, Local 442

City of Marietta, Ohio

  
Date

  
Date

*All T/A Agreements  
incorporated into Contract*