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# City of Marysville

## Local 3032 IAFF



# Collective Bargaining Agreement

July 1, 2016 - June 30, 2019

City of Marysville  
 Local 3032 IAFF  
 Collective Bargaining Agreement  
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**ARTICLE 1  
AGREEMENT**

This Agreement entered into by the City of Marysville, (hereafter referred to as the “City”), and the International Association of Fire Fighters, (Local #3032) (hereafter referred to as the “Local”) has as its purpose the following:

To provide for equitable and peaceful adjustment of differences that may arise; and to establish wages, hours, and other terms and conditions of employment as provided for herein.

## **ARTICLE 2 MANAGEMENT RIGHTS**

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

- A. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of services, budget, use of technology, and organizational structures;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which government operations are to be conducted;
- E. To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, train, or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the employer as a governmental unit;
- H. To effectively manage the work force;
- I. To take actions to carry out the mission of the public employer as a governmental unit;
- J. To determine work schedules and the methods and process by which such work is performed; and,
- K. To promulgate and enforce reasonable work rules.

The Local recognizes and accepts that all rights and responsibilities of the City not modified by this Agreement or, ensuing agreements shall remain the rights, responsibilities and function of the City.

## **ARTICLE 3 AUTHORIZATION**

### **SECTION 1. BARGAINING RIGHTS**

The City recognizes the Local, as the exclusive bargaining agent for any and all matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Agreement and for the administration of this Agreement for all employees in the bargaining unit hereinafter described. The bargaining unit consists of all full-time firefighters, and lieutenants.

If a new position is created within the Fire Division, management determines if the position is included or excluded from the Local 3032. If Local disputes the determination, the parties shall meet and attempt to resolve the disagreement. If the parties do not agree, Local reserves right to seek determination from the State Employment Relations Board.

### **SECTION 2. AUTHORIZATION**

The City shall deduct a uniform amount for the Local dues from the pay of those employees in the bargaining unit who individually request in writing such deductions from their pay. The amount to be deducted shall be certified to the City by the Local and the aggregate deductions together with a list of employees from whom deductions were made shall be direct deposited into the Local's bank account not later than thirty (30) days following the deductions. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Local dues. The Local hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an employee from deductions made by the City pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this Agreement and any extension thereof.

Bargaining unit members who are not members of the Local shall as a condition of employment pay to the Local a fair share fee. The amount of the fair share fee shall be determined by the Local, but shall not exceed the dues uniformly required of the members of the Local who are in the bargaining unit. Such fair share fee shall be certified by the Local to the City as necessary. Such payment is subject to internal Local rebate procedure and the Local represents that it's internal rebate procedure is in compliance with all requirements of State and Federal Law. For the duration of this contract, such fair share fee shall be deducted automatically by the City from the payroll check of each member who is not a member of the Local. The automatic deduction shall be made each pay period. The City agrees to make a direct deposit of the aggregate amount of the fair share fees deducted to furnish the Secretary of the Local once each pay period a check for the aggregate amount of the fair share fees deducted for that pay period, together with a listing of the members for whom said deductions were made. The deduction shall be initiated by the City whenever a Member who is not a Member of the Local has completed his or her first sixty (60) days of employment.

The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Local hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by an employee from the deductions made by the City pursuant to this article. Once the funds are remitted to the Local, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Local. Deductions shall be for the length of this Agreement and extension thereof.

### **SECTION 3. DUES CHECK-OFF RELIEF**

The City shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) lay-off from work; (4) an unpaid leave of absence.

### **SECTION 4. INSUFFICIENT WAGES-DUES CHECK-OFF**

The City shall not be obligated to make dues deductions from any employee who, during any dues months involved, failed to earn sufficient wages to make all legally required deductions in addition to the deduction of the Local dues.

### **SECTION 5. REPRESENTATION ACCESS**

Bargaining unit representatives will be permitted to enter the premises of the City at reasonable times for individual discussion of working conditions with employees or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the Fire Chief, or his designated representative.

Such authorization by the Chief shall not be arbitrarily denied. The Local agrees neither to abuse this privilege nor to interfere with the normal operations of the Fire Division. Any alleged abuse by either party may be the subject matter of a labor/management meeting.

### **SECTION 6. BARGAINING TEAM**

The Local shall designate its bargaining team members in writing prior to bargaining sessions, which may include outside council and expert witnesses as the Local deems necessary.

### **SECTION 7. UNION ROSTER**

The Union will provide to the Fire Chief a written roster annually, via email of its Union representatives and will include name and Union position held.

**ARTICLE 4  
UNION TIME**

**SECTION 1. REPRESENTATION TIME**

The Local is entitled to a total of seventy-two (72) hours per year of this Agreement without loss of pay to be used among Local officials or grievance representatives to attend local, state and/or international union related activities. The time shall be paid at the member's regular rate, 53-hour for shift personnel or 40-hour for day-shift personnel. The Local President shall decide which bargaining unit members may use the time, and shall maintain a log, which shall be provided to the City upon request.

**SECTION 2. USE OF REPRESENTATIVE TIME**

Any employee wishing to use such Local Time shall request the permission of his supervisor, and permission will not be unreasonably withheld.

**SECTION 3. NON-INTERFERENCE**

Such activities shall not interfere with the performance of duties of other employees or with the operational needs of the City.

**ARTICLE 5  
NON-DISCRIMINATION**

**SECTION 1. NON-DISCRIMINATION**

Neither the City nor the Local shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, or sexual orientation, Local membership or non-membership, political affiliation, national origin or such employee's good faith filing of or pursuing a grievance.

**SECTION 2. GENDER**

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

**ARTICLE 6  
PERSONNEL FILES**

**SECTION 1. FILES**

The City shall maintain one official personnel file on every employee within the bargaining unit. These files will be kept in Human Resources. Marysville Fire Division management will not keep additional files on personnel that pertain to disciplinary issues. Upon appropriate request by an employee, the employee shall be permitted to examine his/her official file at any reasonable time in the presence of a representative of the City, and may copy documents in his file. Additionally, the personnel files are subject to review by the Local representatives if prior written approval is submitted by the employee, but must be reviewed in the presence of a representative of the City.

The IAFF and the members recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this contract. All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules.

**SECTION 2. FILE CONTENTS CONTEST PROCEDURE**

Should any employee have reason to believe that there are inaccuracies in documents contained in his/her personnel file, he/she may write a memorandum to the City Manager or his/her designee explaining the alleged inaccuracy. If the City Manager or his/her designee concurs with the employee's contention, he/she shall remove the faulty document; however, if the City Manager or his/her designee does not concur, he/she will attach the memorandum to the disputed document. Any complaint concerning the accuracy, timeliness, relevance or completeness of information in a member's file shall be processed in accordance with Section 1347.09 of the Ohio Revised Code. Nothing in this section shall prevent an employee from filing a grievance seeking expungement of alleged faulty documents.

Unless an employee indicated his/her agreement or disagreement on his evaluation form, an employee's signature on any performance evaluation shall be viewed by the parties hereto only as a representation that he/she reviewed with any rater or supervisor who has signed the same. An employer may be asked to sign an employee evaluation after the last person (other than the employee) to evaluate or review has evaluated or reviewed it. The member shall receive a copy of the evaluation in the final form when he/she signs it.

## **ARTICLE 7 CORRECTIVE ACTION**

**SECTION 1. DISCIPLINE:** The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be progressively disciplined, reduced in pay or position, suspended, discharged or removed except for just cause. The employer shall give copies of all written disciplinary actions that are placed in his/her personnel file to the affected member.

**SECTION 2. DISCIPLINE PROCEDURE:**

Whenever a supervisor conducts a disciplinary meeting with a member of the Local and the member reasonably suspects disciplinary action may result, the employee shall be permitted to have a Union representative present.

In the event that an employee is to be given disciplinary action for behavior that is of such nature as to call for removal or suspension, a personal pre-disciplinary conference between the employee, the Fire Chief, Human Resources (HR), and the City Manager will be arranged. This pre-disciplinary conference will take place no earlier than twenty-four (24) hours and no later than five (5) working days from the time the employee is notified. A Local 3032 representative shall be present at the conference unless the employee denies access. The notice to the employee will be in writing to include charges and alleged violations of policy and/or procedure.

When the nature of the offense is such that immediate disciplinary action is required, the City is not prohibited from taking immediate action by this provision; however, an employee may be conditionally suspended with pay pending a conference on the matter.

**SECTION 3. PROGRESSIVE DISCIPLINE:** The City agrees that the principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense, a written reprimand for the second offense of similar nature. More severe disciplinary action may be taken for subsequent offenses. Mitigating or aggravating circumstances may be considered for each offense. If the offense is of a more serious nature, a different sequence is permitted which is appropriate in light of the nature of the objectionable conduct.

**SECTION 4. DURATION OF RECORDS:**

A. Oral Warning: When unsatisfactory performance/behavior is recognized, the supervisor addresses the employee as soon as possible. The manager and employee should discuss the concern and the expectations for improvement. This process may require more than one discussion with the employee and regular feedback. The oral warning is documented in the employee record with a simple memo stating the date, employee's name, supervisor's name, and quick topic of the warning. Route the warning to HR for filing. This warning stays in record for 12 months. The discussion should include the following:

- Clear statement communicating that this is an Oral Warning
- Reasons why the performance or behavior does not meet expectations.
- Expectations for acceptable performance or behavior.
- Actions the employee can take to improve performance or behavior.

- Next steps if the employee does not improve to meet expectations.

B. Written Reprimand: If the performance/behavior does not improve as a result of step one, the manager prepares a written warning. Prior to presenting the written warning, the manager will meet with HR to review the document. The manager will meet with the employee to review the written warning. The employee is expected to sign the written warning and receive a copy. If the employee refuses to sign the written warning, the manager requests a third party presence (usually HR) to witness the employee's refusal to sign. This is noted on the document by the third party, along with the date of the meeting. The manager informs the employee that the written warning is placed in the employee's personnel record by HR and remains there for 24 months. For all reprimands associated with suspensions, the record is maintained for 24 months. The warning will document:

- Dates of previous discussions/actions and descriptive history of the issue(s).
- Explanation of how the employee's performance or behavior does not meet expectations.
- Expected performance or behavior and actions necessary to improve.
- Date when the performance or behavior will be reviewed.
- Consequences if the employee does not improve performance or behavior to acceptable level.

C. In any case in which a reprimand, suspension or dismissal of an employee is disaffirmed through the grievance procedure, the personnel record relating to such employee shall be purged of the same. In addition, unfounded or not sustained allegations or complaints of misconduct made against an employee shall not be placed in the employee's personnel file and shall not be considered in future corrective action or promotional considerations, nor shall they be shared outside the division. The only exception to this provision is when an unfounded allegation is documented in a formal internal investigation that is requested by a party under the Ohio Sunshine Law.

D. At no time will there be a direct reference to "Oral Warning," "Written Warning," or "Written Reprimand," in any employee annual evaluation.

**SECTION 5. RELEASE OF FILES:** Only those items allowed by law or ordered by a court of competent jurisdiction shall be released to the public. Disclosure of information from personnel files pursuant to state and/or federal law or by order of a court of competent jurisdiction will not be considered a violation of this contract.

## **ARTICLE 8 WORK RULES**

The Local recognizes the City's right and obligation to promulgate written policies, procedures and directives to regulate the personal conduct of employees at work, for the conduct of the City's services and programs and for such other purposes, as it may deem necessary.

The City acknowledges the employee's right to know the standard of conduct expected by the City and therefore agrees to promulgate written work rules for the efficient conduct of the operations of the divisions covered by this Agreement.

The City agrees that, where possible, work rules shall be reduced to writing and provided to all covered members and posted conspicuously in advance of their effective date. The City will provide Local copies of any revised or new work rules, and Divisional directives 20 work days in advance of their intended effective dates. The 20 work day notice is waived when the rule deals with a safety or security issue.

Any disputes regarding work rules promulgated under this article must be addressed under the grievance procedure outlined under Article 10.

**ARTICLE 9  
LABOR/MANAGEMENT MEETINGS**

**SECTION 1. PURPOSE**

In the interest of sound personnel relations, a joint committee of no less than two (2) nor more than three (3) members from each party of their representatives will convene from time to time, as may be requested by either party, for the purpose of discussing subjects of mutual concern. The committee shall not act on but may discuss the general causes of grievances and methods for removing those causes. 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.

Labor/Management meetings shall normally be scheduled during working hours. Meetings may be cancelled by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources that could assist in the resolution of agenda issues. Employees may be required to report to any emergency during any Labor/Management meetings. Meetings shall be rescheduled as soon as practicable.

**SECTION 2. AGENDA**

Both parties will work in good faith to attempt to reach consensus of the best means of resolving issues. The success of the Labor/Management cooperative process will depend upon the strength of the commitment made by the City and bargaining unit. The parties agree that these meetings are not designed to renegotiate any part of the Agreement, and agree to normally limit discussion to the following:

- A. Discuss the administration of this Agreement.
- B. Notify the Local of changes made by the Employer that affect bargaining unit employees.
- C. Discuss grievances that have not been processed beyond the final step of the grievance procedure when the parties mutually agree to such discussions.
- D. Disseminate general information of interest to the parties.
- E. Give the Local representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members, including interpretations of the Agreement where such discussion may prevent the necessity for filing a grievance.
- F. Discuss ways to increase productivity and improve efficiency.
- G. Consider and discuss health and safety matters relating to employees.
- H. Any other matters mutually agreed on by the parties to be discussed.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### **SECTION 1. GRIEVANCE DEFINED**

A grievance is defined as an allegation that there has been a breach, misinterpretation, or improper application of any term or terms of this Agreement.

### **SECTION 2. QUALIFICATIONS**

A grievance may be filed (using HR-Form 23) by bargaining unit member(s) or by the Local as exclusive representation to enforce its rights under the Agreement or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The Local shall not process a grievance on behalf of any member without the member's knowledge or consent.

The Local reserves the right to be present at every step of this procedure. Either party may call witnesses.

A bargaining unit member has the right to present grievances and have them adjusted without intervention of the Local, as long as the adjustment is consistent with the terms of this Agreement and as long as the Local is present at the adjustment.

### **SECTION 3. GRIEVANCE MOVEMENT:**

All grievances must be processed at the proper step defined in this article in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee or the Local within the time limits provided, shall be considered resolved based upon Management's last answer. Any grievance not answered by Management within the stipulated time limits shall be considered resolved based upon the remedy (remedies) defined in the grievance. All time limits on grievances may be extended upon mutual written consent of the parties.

The grievance response time uses the term "work day," which means normal business day/hours for City offices excluding Saturdays, Sundays and legal holidays identified in Article 17. The act or event that gives rise to the grievance, the first day is excluded from computation and the last day is included.

**SECTION 4. GRIEVANCE CONTENTS:** All grievances (HR Form-23) must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties. The grievance will stipulate the exact article and section of this agreement to which the grievance pertains and the precise remedy for the grievance.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with his supervisor.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.

6. The location where the grievance occurred.
7. A description of the incident(s) giving rise to the grievance.
8. Specific articles and sections of the Agreement.
9. Desired remedy to resolve the grievance.

## **SECTION 5. GRIEVANCE PROCEDURE/STEPS**

Delivery of the City's response to the Grievant, at all steps, will first be via direct delivery either by handing the grievance to the grievant. If direct delivery cannot be completed, than direct delivery will be to the Local President. In the absence of the Local President, delivery may be made to any Local Officer on duty. If no Local Officers are on duty then a copy of the response is placed in the Local President's inter-office mailbox with direct phone contact to the President. Voice mail constitutes direct phone contact.

An employee having a grievance may first attempt to resolve it informally with their lieutenant and/or the Battalion Chief.

### **Step 1 - Fire Chief:**

The employee may then present the written grievance form to the fire chief, or designee, within twenty (20) work days of the event(s) giving rise to the grievance, or within twenty work days from when they reasonably should have been discovered by such employee.

The Chief will meet with the Grievant and respond in writing within five (5) work days of receipt of the grievance. If the Grievant does not refer the grievance to Step 3 of the grievance procedure within ten (10) work days of the Chief's response, the grievance shall be considered to be satisfactorily settled. In the absence of the Fire Chief or designee, the grievance "clock" may be stopped by the City for no more than ten (10) work days, then the grievance is referred directly to Step 3. City will coordinate this process with the grievant.

**Step 2 – City Manager or His/Her Designee:** The employee shall refer the grievance and all relevant material concerning the grievance to the City Manager or his designee within ten (10) work days from the response in Step 2. Referring the grievance is defined as the Grievant handing the hard/paper copy to someone in HR, or in the City Manager's office. The City Manager or his designee shall convene a hearing into the cause of the grievance. The City Manager or his designee shall conduct a fair and impartial hearing on the grievance. The City Manager or his designee shall render in writing the City's findings as quickly as possible, but no later than ten (10) work days after the hearing and shall forward such findings, and all supporting data, to the Grievant and the Local. This date is not delayed due to the Grievant's absence from work for any reason.

**Step 3 – Arbitration:** Should the Grievant not be satisfied with the City Manager or his designee's response to his grievance at Step Two (2), he shall notify the Local of his desire to proceed to arbitration.

Should the Local proceed to arbitration with the grievance, the Local shall so notify the City by written notification. This written notification shall be delivered by hand or mailed (postmarked) to the City Manager or his designee within ten (10) work days after the Grievant's and/or Local's receipt of the Step Two (2) written response. If the Grievant does

not refer the grievance to Step 4 of the grievance procedure within the ten (10) work days, the grievance shall be considered to be satisfactorily settled.

A. Selection of Arbitrator: Within ten (10) work days following the receipt of the Local's written notification of the Local's intention to proceed to arbitration, the City Manager, or his designee, will consult and attempt to select an impartial arbitrator by mutual agreement with the Local. The arbitrator will be a resident of the State of Ohio. In the event the City and Local cannot reach agreement on an arbitrator, by a joint letter the parties will request the Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators from which the City and the Local shall select one by mutual agreement. Prior to the acceptance of the list, either party shall have the option to completely reject the list of names and request another list from the FMCS, but only one such request by each party in this process. If a mutual agreement cannot be reached from that list, the first party to strike a name in the selection process is determined by the flip of a coin and then striking one name, followed by the other party striking a name, and so on until one name remains.

B. Authority of Arbitrator: The arbitrator shall conduct a fair and impartial hearing on the grievance hearing testimony and evidence from other parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have the authority to subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted to him. The arbitrator shall not issue observations or declarations of opinion that are not directly essential in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm, or modify said discipline. Either party may raise the question of arbitrability of a grievance before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised, the arbitrator may either rule on this issue or reserve ruling on the same or hear the merits of the grievance before issuing a ruling on this question. The decision of the arbitrator shall be final and binding upon the Local, the Grievant, and the City.

C. Arbitration Costs: The costs of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost and fees shall be shared by both parties. The arbitrator shall be requested to rule on the assignment of costs at the time of the presentation of the award. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

D. Arbitrator's Award: The arbitrator's decision will be in writing and should be mailed to the Local and the City within a timely fashion from the date the hearing record is closed.

**ARTICLE 11**  
**VACANCY, PROMOTION, AND SHIFT TRANSFER**

**SECTION 1. VACANCY PROCEDURE:**

The City and Local utilize the rules and regulations of the Marysville Civil Service Commission for the appointments and promotions in all positions governed by this agreement. However the parties agree, with respect to original appointments, that the Civil Service Commission shall provide the City with the complete list of all applicants who took and successfully passed the Civil Service examination. The Local agrees that the City shall have the right to choose from the entire list of eligible applicants.

**SECTION 2. TEMPORARY AND PROVISIONAL APPOINTMENTS:**

Nothing in this Article shall be construed to limit or prevent the City from temporarily filling a vacant position pending the City's determination to fill the vacancy on a permanent basis. A provisional appointment is defined as an opening that constitutes a promotion. In both cases of a temporary appointment to a vacated position or a provisional appointment, the appointment will not exceed 120 days. The City reserves the right to temporarily appoint a Part-time Firefighter to a full-time position when manning levels can not otherwise be maintained due to extended leaves of absences (Military Leave, Injury Leave, etc.). This temporary appointment (without vacancy) will not exceed a single 180 calendar days in duration.

**SECTION 3. VACANCY APPOINTMENTS:**

Once the City has determined that a vacancy exists, due to a new position, retirement, resignation, transfer or any other reason, it will utilize Civil Service Commission rules and regulations to fill the position. Once the City receives written notice from employee to vacate, the City will notify Local 3032 in writing of intent to fill within 60 days. If the City chooses to temporarily fill the position, as provided for in Section 2 of this Article, the City agrees to compensate the employee temporarily filling the higher position at the base rate of pay for that position. The City further agrees to fill the position at the earliest possible date, not to exceed 120 calendar days.

**SECTION 4. SHIFT TRANSFERS:**

When Management elects to transfer a Local member/employee, management will normally give the employee a 20 work days notice of the shift transfer. This 20 work days notice is waived for transfers that meet an operational need that requires immediate action. Operational need is defined as addressing an issue that deals with the safety and/or security of a firefighter and/or staffing level issues. In addition, the affected employee(s) may also waive the notification period by providing prior approval of the transfer.

All previously approved leave of an employee that is later transferred shall be considered as approved and allowed to be taken after the transfer.

If the shift transfer requires a switch on station assignment, the vacancy is filled using the below section.

## **SECTION 5. STATION ASSIGNMENTS:**

- a. Firefighters are assigned by the Fire Chief to specific Fire Stations with consideration to skill sets (this includes EMT-P certification, Fire/EMS Instructor certification, specialized teams or skills, EMS/Maintenance Coordinator assignments, and other pertinent operational skills and training). A ratio of at least 2:1 EMT-P to non-EMT-P should be maintained at each station. This ratio does not supersede Article 25, Section 1. The Chief will also take into consideration the desires of individual Firefighters who want to be at a specific station.
- b. In the event of a full time temporary transfer, then those vacancies are filled voluntarily based on seniority. If no one accepts the temporary transfer then the member with the least seniority is assigned.
- c. At no time shall the number of part-time firefighters equal or outnumber the number of full-time staff at any station, regardless of certification.

**ARTICLE 12  
SENIORITY**

**SECTION 1. SENIORITY**

Seniority means the total length of continuous full-time service with the City of Marysville Fire Division.

The following situation shall not constitute interruptions of continuous service:

- A. Absence while on approved leave of absence.
- B. Absence while on approved sick or injury leave.
- C. Military leave.
- D. A lay-off of less than one (1) year's duration.
- E. A resignation where the employee is re-employed or reinstated within one (1) year.
- F. Family and medical leave.

**SECTION 2. LOSS OF SENIORITY**

Seniority is lost due to the following:

- A. A discharge for just cause.
- B. Retirement.
- C. Lay-off of one (1) year or more.
- D. A resignation other than that designated in Section 1 (E) above.

**ARTICLE 13  
LAYOFF AND RECALL**

**SECTION 1. LAYOFF NOTIFICATION**

Whenever the Employer determines that a lay-off is necessary in any classification, the Employer shall notify the affected employees at least twenty (20) workdays in advance of the date of lay-off or job abolishment.

**SECTION 2. LAYOFF PROCEDURE**

The Employer shall determine in which classification(s) layoff or job abolishment will occur. Layoff shall be in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. All city funded temporary intermittent, part-time or seasonal employees in the Division of Fire shall be laid off prior to any bargaining unit employees.

**SECTION 3. BUMPING**

Regular, full-time bargaining unit employees who are placed on lay-off may apply their Divisional seniority to displace an employee with less agency seniority in any lower classification in which displacing employee holds classification seniority. Displacing employees shall be placed on the wage scale of the classification into which they bump at the appropriate step based on their Divisional seniority.

**SECTION 4. VACATION BUYOUT**

Employees who are placed on lay-off may request to receive payment for earned but unused vacation benefits. Such payment shall be made within sixty (60) days of the request.

**SECTION 5. RECALL PROCEDURE**

Employees on lay-off will be given a fourteen (14) calendar day notice of recall by certified mail to their last known address as shown on the City's payroll records. Recall from lay-off will be made in reverse order of lay-off, that is, the employee placed on lay-off from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they had been laid off shall lose seniority and employment rights in accordance with Article 12, Seniority.

**SECTION 6. RECALL RIGHTS**

Laid-off employees shall retain their recall rights for twenty-four months from the time of their actual lay-off. However, laid-off employees will maintain a current address and phone number for notification. Failure to do so forfeits recall rights.

**ARTICLE 14  
PROBATIONARY PERIODS**

**SECTION 1. PROBATION – NEW EMPLOYEES**

Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the City and shall continue for a period of one (1) year. The probationary period may be extended six months, at the discretion of the Fire Chief. A newly hired probationary employee may be terminated any time during his probationary period and shall have no right of appeal to the grievance procedure over such removal.

**SECTION 2. PROBATIONARY PERIOD – PROMOTIONS**

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who scores an overall marginal during their performance evaluation may be returned to his former position and former rate of pay any time during his probationary period or may be placed on a performance improvement plan at which point the probation is extended an additional six months.

**ARTICLE 15  
NO STRIKE/NO LOCKOUT**

**SECTION 1. NO STRIKE**

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

During the term of this Agreement, the Local shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slow down which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slow down, the Local 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 officer of the Local. Nothing in this Article shall be construed to limit or abridge the City's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**SECTION 2. NO LOCKOUT**

During the term of this Agreement, the City shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

**ARTICLE 16**  
**WORKING OUT OF CLASSIFICATION**

Any time the Officer in Charge (OIC) assigned to a station is off-duty, then a firefighter will be assigned by the Chief or his designee to carry out the duties of the position of Acting OIC (AOIC) and shall be paid at the rate for that position while so acting.

The out of classification position will be filled by the most senior firefighter assigned to the shift with the vacancy that meets the current requirements for the position and accepts the assignment. In the event that no qualified firefighters are on shift, the Fire Chief shall designate the AOIC at his/her discretion.

**ARTICLE 17  
HOLIDAYS**

Each member shall receive eleven (11) days straight time credit per year as compensation for duty performed on holidays throughout the year. The eleven (11) days represent the following holidays:

New Year's Day	January 1 (or date observed)
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4 (or date observed)
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Day	December 25 (or date observed)

In addition, all employees shall receive straight time compensation at the forty-hour rate (eight hours per day) for any day or time period specified by the City Manager or his designee as a "City Holiday" or "Offices Closed" where any City employee is compensated.

Payment for such holidays shall be made in the second pay period in November in a separate check. Any employee, who terminates employment during a given year, shall be entitled to a prorated portion of the holiday pay he would otherwise be entitled to receive. The proration shall be determined by multiplying the straight time forty (40) hour rate times eight (8) times the number of holidays specifically listed herein which have occurred during the year prior to termination.

Bargaining-unit members shall receive time and one half pay as compensation for duty performed on any holidays mentioned Article 17 or a time period specified by the City Manager or Designee as a "City Holiday" or "Offices Closed" where any city employee is compensated. This does not apply when the City recognizes one of the above mentioned eleven (11) holidays on the nearest business day for a holiday that lands on a weekend. Any employee required to work on a holiday which is not the employee's normal shift shall receive an overtime rate of two and one half times their normal hourly rate for such overtime hours. Hours worked on the above holidays shall be the hours between 0700 hours the day of the actual holiday until 0700 hours of the day after the actual holiday.

It is agreed that there is no stacking of holiday time and call-in time.

**ARTICLE 18**  
**ACCRUED, EARNED AND ACCUMULATED LEAVE OTHER THAN SICK**

**SECTION 1. DEFINITION:** This leave is defined as all Personal Leave, Vacation Leave, and Compensatory Time.

**SECTION 2. ACCRUAL OF LEAVE:**

A. Personal Leave: Fifty-three (53) hour employees will receive forty-eight (48) hours of personal leave, forty (40) hour employees will receive forty (40) hours—with pay, each anniversary year. All employees covered under this agreement are entitled to this personal leave upon their date of hire.

B. Vacation Leave: The employee is first eligible to use vacation leave as it is earned per pay period and shall earn vacation allowances as of their first day of employment and be credited and eligible for future vacation leave per pay period thereafter.

Employees working the 24-hour shift schedule earn vacation on the following schedule:

Months of Service	Hours Per Month
0 ≤ but, ≥ 60 months of service	14 hours per month
60 ≤ but, ≥ 144 months of service	21 hours per month
144 ≤ but, ≥ 228 months of service	28 hours per month
228 or more months of service	42 hours per month

Employees working the 40-hour workweek schedule earn vacation on the following schedule:

Years of Service	Hours Per Month
0 ≤ but, ≥ 60 months of service	8 hours per month
60 ≤ but, ≥ 144 months of service	12 hours per month
144 ≤ but, ≥ 228 months of service	16 hours per month
228 or more months of service	20 hours per month

C. Compensatory Time: Compensatory time shall be accumulated, at the option of the employee, at the rate of 1.5 hours for each hour of overtime worked. The maximum number of hours that may be accumulated at any one time shall be 240 hours the maximum amount carried over from year to year, is 144. Any hours over that amount shall be paid at the overtime rate during the pay period they were earned.

**SECTION 3. SCHEDULING/APPROVAL/CARRYOVER:**

A. Personal Leave: All personal leave shall be approved subject to the operational requirements of the Division. Personal leave may be taken in one-hour increments for the first 4 hours of a workday, with 30-minute increments after the 4 hours (in the same day). Personal leave for up to one 24-hour shift may be taken without advanced notice provided that operational requirements of the division are met. If personal leave is used in conjunction with vacation leave or compensatory time that totals more than 3 total days/shifts, it must be scheduled with 2 weeks advanced notice as in the vacation leave section. Personal leave days do not accumulate from anniversary year to anniversary year.

Advanced scheduling of personal leave shall be allowed and followed as per the vacation leave scheduling below.

**B. Vacation Leave:** All vacation shall be approved subject to the operational requirements of the Division. Requests for up to a single shift day may be made on the day requested subject to the department staffing requirements. Requests for two (2) or three (3) consecutive shift days shall be made forty-eight (48) hours in advance. Vacation requests longer than three (3) shift days will be made in writing two (2) weeks before the start of such vacation. Leave requests for the following year shall be in writing and filed by November 30 each year, and shall be scheduled based on seniority. Should such an approved leave be cancelled at the applicant's request, the applicant shall move to the bottom of the vacation seniority list, and the time period assigned to the next person in seniority. Vacation leave shall be used in the same increments for personal leave.

After November 30, leave requests shall be scheduled on a first applied, first approved basis subject to all other requirements of this article.

**C. Vacation Carryover:** Vacation is accrued per pay period. After the first year of service (on the anniversary date of employment) no more than two times the annual accrual rate of vacation may be carried forward to the next year. Vacation time not carried over is deleted.

**D. Compensatory Time:** Compensatory Time leave for up to one 24-hour shift may be taken without advanced notice provided that staffing requirements of the division are met. Requests for two (2) or three (3) consecutive shift days shall be made forty-eight (48) hours in advance. If compensatory time leave is used by itself or in conjunction with vacation leave or personal leave that totals more than 3 total days/shifts, it must be scheduled with 2 weeks advanced notice as in the vacation leave section. A maximum of 144 hours of compensatory time may be carried over from year to year. Compensatory time shall be used in the same increments for personal leave.

**SECTION 4. DEATH/DISABILITY RETIREMENT:** Upon death or disability retirement from the Division, all employees will be entitled to a lump sum of all accumulated leave other than sick earned and accrued. If the employee has no surviving spouse, said payment will be made to his or her estate. Such payment shall be based on the employee's rate of pay on the last day worked prior to the death or disability retirement.

In the event that a bargaining unit member is killed in the line of duty, and the death is determined to be a line of duty death by Ohio Worker's Compensation, then 100% balance of the member's sick leave shall be paid out to estate of the member.

**SECTION 5. CALL TO DUTY:** Employees called back to work while on approved leave other than sick will have all unused leave restored. Employees ordered to work while on approved leave other than sick are paid one and a half times the straight time hourly rate for all hours worked.

**SECTION 6. SCHEDULE BY SENIORITY:** Conflicting leave other than sick requests will be scheduled on the basis of seniority; however, these leave requests will not be unreasonably denied.

**SECTION 7. END OF SERVICE BUY-OUT:** Employees ending service to the City of Marysville are entitled to leave other than sick buy-out at the employee's current wage at time of separation. Employees with less than twenty-six (26) continuous pay periods of service with the City who are dismissed for just cause shall not be entitled to payment for vacation leave.

**ARTICLE 19**  
**LEAVE OF ABSENCE FOR MILITARY TRAINING**

The City of Marysville provides eligible employees military leave for active military duty or reserve training with any branch of the United States Armed Forces. Military leave is issued in accordance with federal and state law.

**ARTICLE 20  
SICK LEAVE**

**SECTION 1. ACCRUAL and USE**

Sick leave shall be accrued at the rate of six and 9/10 (6.9) hours of sick leave every pay period for employees working 24-hour shifts and at a rate of four and 6/10 (4.6) hours of sick leave for employees working 8-hour shifts. Employees will be compensated at their regular hourly rate for all authorized sick leave. Sick leave is taken in increments of one hour. Sick leave may be used for the following reasons:

1. Personal injury, illness, physical incapacity, or doctor's appointment(s).
2. Illness, injury or doctor's appointment for the employee's immediate family, to include significant other, requiring employee's personal care and attendance. Such leave may be up to 30 days to make appropriate longer term arrangements.
3. Enforced quarantine of the employee.

Upon request of the City, an employee requesting sick leave must provide such medical or other documentation as will prove the need for the leave when said leave exceeds 2 consecutive 24 hour shifts or 3 days (40 hour personnel) or when sick leave abuse is reasonably suspected\*. The City may require the employee to be examined by a medical professional of its choosing, and at the City's expense. If the opinion of the employee's treating caregiver and the City's chosen medical professional conflict, the City may require a third opinion at the City's expense, and the City will abide by the third opinion in its determination.

\*For the purposes of clarification, suspicion of sick leave abuse may include (but is not limited to) the following:

1. Excessive sick leave taken over the course of a month or year.
2. Sick leave repeatedly taken on same day of week.
3. Sick leave repeatedly taken in conjunction with scheduled days off.

**SECTION 2. RETIREMENT PROCEDURE**

Employees retiring under a State regulated retirement system shall receive payment of accrued but unused sick leave on the basis of one hour's pay for each four (4) hours of accrued sick leave. Said payment is intended not to exceed four hundred eighty (480) hours regardless of the number of sick leave hours accumulated.

**SECTION 3 SICK LEAVE BUY-OUT PROGRAM**

On October 1<sup>st</sup> of each calendar year, employees may participate in the sick leave buy-out program as detailed in this section. Provided the firefighter maintains 480 total hours (40-hour employees) or 672 total hours (24-hour shift), the employee may choose to sell sick leave hours at the current hourly rate. The City will buy out a maximum of 40 hours (40-hour employees) or 48 hours (24-hour shift) of the sick leave hours annually. Local may also choose the option of trading sick leave hours for vacation hours at 2 (sick leave) to one (vacation) trade. Such payment shall be made in the last pay period in November of each year. The employee will send the written request through the appropriate chain of command to Finance by October 1<sup>st</sup> for the payment to take effect.

#### **SECTION 4 BEREAVEMENT LEAVE**

In the event of death in the immediate family or significant other (defined as live-in, adult relationship), an employee shall be entitled to two (2) twenty-four (24) hour working days (53 hour employees) or five (5) eight (8) hour working days (40 hour employees) to make funeral arrangements, attend funeral services and/or interment, if needed for such purposes. Immediate family for these purposes shall be defined as a mother, father, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, child, or step-parent, half brother, half sister, step-brother, step-sister, or step-child.

In the event of the death of other family members including grandparent, grandchild, grandparent-in-law, the employee shall be entitled up to one (1) twenty-four (24) hour working day (53 hour employee) or up to three (3) eight (8) hour working days (40 hour employees) to attend the funeral and tend to family needs. Credit for such funeral leave shall be taken against the sick leave balance of such employee. Additional sick leave may be granted at the discretion of the Fire Chief.

#### **SECTION 5. FAMILY AND MEDICAL LEAVE**

Family and Medical Leave will be granted in conjunction with Federal law and City policy.

**ARTICLE 21**  
**INJURY LEAVE/TRANSITIONAL WORK AND LIGHT DUTY**

**SECTION 1. POLICY**

It is the City of Marysville's policy to pay all regular Fire Division employees injured in the line of duty (work related) injury leave (or wage continuation) for a period not to initially exceed thirteen (13) work weeks. At the 13-week mark the employee will enter the Bureau of Workers Compensation (BWC) lost wage system. For injuries where medical authority strongly believes back-to-work status will happen within another 13 weeks, management may extend the injury leave as outlined in this article. Injury leave is granted only for an injury incurred in the performance of official duties with the City, provided the procedures of this article are followed. This article is used in conjunction with the MFD Wellness and Fitness Initiative Program. Where there is a conflict between the two products, this article take's precedence.

**SECTION 2. PROCEDURES**

1. When injured in the line of duty, the employee will complete the accident/injury form and shall report such injury to the Division management immediately, but not more than forty-eight (48) hours after the employee was injured, or as soon as practicable if extenuating circumstances prevent the employee from complying with the filing requirement.
2. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury if the proper documentation is submitted to HR. This documentation will include, but is not be limited to, a statement from a physician, and any necessary BWC forms and other documents as may be required by the City. In the event that the BWC determines that the injury is not employment related, any time the employee is or has been absent from work shall be deducted from the accrued sick leave or other earned leaves.
3. The C-55 is required for all lost-time claims where the employee can not work for more than seven (7) calendar days. The C-55 must be signed by the employee by the seventh (7<sup>th</sup>) day. The C-55 will not cover more than 45 calendar days. A subsequent C-55 is required prior to the start of any additional time period beyond the 45 days.
4. During the period of time an injured employee is being paid under injury leave, all normal benefits given to regular full-time Fire Division employees shall remain in force with no deductions to earned sick leave and/or vacation time. Injury leave is the normal payment the employee would have received if on a normal schedule.
5. In all cases where more than thirteen (13) weeks have been used by an employee, the City Manager may extend such leave by an additional thirteen (13) weeks, if such necessity is determined to his satisfaction. Each employee requesting such an extension under this policy may be required to furnish a current affidavit from a licensed physician stating the need for the extension. The City reserves the right to have a physician of its choice examine the employee prior to making a decision. Any decision rendered by the Director of Administration regarding extension under this policy may be appealed to City Manager. The City Manager's decision shall be final and binding and not subject to the grievance procedure. All cases will be dealt with on an individual basis, and the City's decision on each case will be without prejudice or precedence.
6. After the employee is in the BWC lost wage system they have the following 3 options:

- a. Receiving temporary total (TT) alone from the BWC.
- b. Receiving TT from the BWC and using City sick leave as a “supplement” to their lost wages. The amount of sick leave used is calculated by subtracting the TT amount from the average wage used during the wage continuation period. The employee uses the amount of sick leave needed to bring the 66 and 2/3<sup>rd</sup>% wages up to the average.
- c. Using City sick leave as a “replacement” for TT. The employee must notify the City on or before the last day of the wage continuation of their choice. If the sick leave option is selected, the employee will notify the BWC that they are receiving sick leave in “replacement” of TT.

Bargaining unit members who are placed on TT, as provided per the section, will continue to accumulate all paid leaves and be entitled to the appropriate insurance as stipulated within this agreement.

7. While an employee is on injury leave and/or TT, that employee will report to work every 15 days and update management on their medical status. This status report will be in person or via phone if medical necessity prevents. The City may, at any time the employee is on injury leave, direct the employee for medical evaluation. Failure to report status or show for medical evaluation may result in the employee moving from injury leave to BWC wage loss status. Failure to report status or show for a medical evaluation while on TT may result in discipline.

### **SECTION 3. TRANSITIONAL WORK AND LIGHT DUTY**

Employees injured in the line of duty may be offered by management the opportunity for transitional/light duty as indicated by their medical professional. Employees shall not be required to return to work on transitional/light duty unless and until their medical professional authorizes such a return. Employees that are medically cleared for transitional/light duty, but fail to report to work are subject to discipline for failing to report and/or may be moved from injury leave to the BWC wage loss system. Management will offer light duty to employees on a case-by-case basis with priority given to work-related injuries. Employees with non-work related injuries are not normally given light duty, but management may offer light-duty for non-work related injuries at their sole discretion.

**ARTICLE 22  
SPECIAL LEAVES**

**SECTION 1. SPECIAL LEAVE**

In addition to other leaves authorized herein the City may at its sole discretion authorize a special leave of absence with or without pay for purposes beneficial to the member and the City.

**SECTION 2. JURY DUTY LEAVE**

A member while serving upon a jury in any Court of Record will be paid his regular salary for each of his workdays during the period of time so served. Upon receipt of payment for jury service, the member shall submit jury fees to the Chief who will then deposit such funds with the Director of Finance. Time so served shall be deemed active and continuous service to all purposes.

**SECTION 3. EXAMINATION LEAVE**

Time off with pay shall be allowed for members to participate in Civil Service tests or to take a required examination, pertinent to their City employment before a State or Federal licensing board.

**SECTION 4. COURT TIME**

Time off with pay shall be allowed members who are required to attend any Court of Record in the State of Ohio in civil or criminal matters relating to duties performed for the City of Marysville. Upon receipt of payment for witness service, the member shall submit fees to the Chief who will then deposit such funds with the Director of Finance. The employee shall be allowed to keep incidental expense fees (meals, parking, and mileage) from the reimbursement due the City. In addition, the employee is entitled to keep all remaining fees in excess of his/her City salary for same period of time.

**SECTION 5. ADMINISTRATIVE LEAVE**

Members may be placed on paid administrative leave at the discretion of the City Manager. The member will be paid at their regular rate for the time that they are assigned to administrative leave.

**ARTICLE 23  
WAIVER IN CASE OF EMERGENCY**

**SECTION 1. EMERGENCY PROCEDURE**

In the case of a publicly declared emergency that interferes with normal day to day operation and defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the City Manager of the City of Marysville, the Federal or State Legislature, the following conditions of this Agreement may be suspended by the employer:

- A. Time limits for replies on grievance; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**SECTION 2. GRIEVANCE PROCEDURE**

Upon termination of the Emergency, should valid grievances exist, the grievances shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they {the grievance(s)} had properly progressed.

**ARTICLE 24**  
**HEALTH, SAFETY, and DRUG-FREE WORKPLACE**

**SECTION 1. SAFE WORKING CONDITIONS**

Safety must be a prime concern and responsibility of both parties. Therefore the City accepts the responsibility to provide safe working conditions and working methods for its employees. The employee accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods set forth by the City. NFPA 1500, 1582 and 1583 shall serve as a general resource and guide. The local shall appoint a health and safety liaison to assist in assuring a safe working environment.

**SECTION 2. PROCEDURE UNSAFE CONDITIONS**

All working conditions an employee believes to be unsafe must be reported to the employee's supervisor in charge in writing as soon as said unsafe working conditions are known and shall be followed by written notification within twenty-four (24) hours of discovery. The supervisor will investigate all reports of unsafe working conditions, and will make every effort to correct any which are found and see that the safety rules and safe working methods are followed by his employees.

**SECTION 3. COMMUNICABLE DISEASE PROCEDURE**

The members of any emergency squad unit or fire employee shall notify the chief or his designee of any communicable disease encountered while rendering EMS services. The chief or his designee will determine, with consultation of a physician, what action if any is necessary to protect the health of affected employees. The City agrees that if medical attention under this section is required which is not covered by the employee's hospitalization plan or workers compensation that the City shall reimburse the employee for those necessary but uncovered expenses incurred.

**SECTION 4. SAFETY DISCUSSIONS**

The City and the Local shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled City safety meetings.

**SECTION 5. DRUG-FREE WORKPLACE PROGRAM**

In concert with our Drug-Free Workplace Program (DFWP), the City of Marysville believes that employees share responsibility for a safe work environment and that it is reasonable for employees to avoid usage of alcohol and other drugs that affects their performance and safety at work. Our primary interest is in preventing all accidents and injuries. The City will administer the drug-free workplace policy in accordance with City Policy 715, dated 1/1/2016.

**ARTICLE 25  
EDUCATION AND TRAINING**

**SECTION 1. EDUCATIONAL REQUIREMENTS:**

A. All line personnel hired after January 1, 2001, must maintain their EMT certification as a condition of employment. All firefighters hired after January 1, 2013, must hold a current and valid state of Ohio paramedic certification (EMT-P) as a condition of employment for their length of employment with the City of Marysville. Additionally, no Firefighter (those hired before January 1, 2013) can drop any EMT-P certification after holding it for six years, if that action takes the Fire Department below a 50% rate of certified full-time Firefighters. The individual may voluntarily drop their certification after this 6 year period provided the member voluntarily dropping their certification gives at least a 20 calendar day notice to the Fire Chief. Line personnel hired after January 1, 2001 that drop their certification as a paramedic must maintain their EMT certification as a condition of employment.

B. Any current employee that starts paramedic school after January 1st, 2001 will be required to maintain that certification under the same stipulations stated above.

**SECTION 2. TRAINING:** The City will provide all required training at no cost to the employee when the Chief determines the training benefits the citizens and improve the operation of the Division. Employees submit requests for training to the Fire Chief for approval. Employees shall be granted leave with pay to attend approved training. For the purposes of overtime, it shall be paid to the employee for City mandated training only. Time off is granted as follows:

- One-Day Class:
  - Within 100 miles (one way) from Firehouse: On a duty day, take training and return to work. If not on duty, take the class.
  - Over 100 miles: Overnight stay is authorized with travel after 1630 the day before. After the training on a duty day, return to station. After training on a non-duty day, return home.
- Two-Day Class: Leave as in above (one-day).
- Three-Day Class: Take the shift off during class.
- Four-Day Class: Take one shift off -except as follows;
  - If duty day is first day of class-take that day off and return to duty after class on the fourth day, unless the class is out of town and return to work is unreasonable.
- Five-Day Class: Take two shifts off as follows;
  - Sunday-Wednesday-Saturday shifts take first two days off.
  - Monday-Thursday or Tuesday-Friday shifts take those days off.
- Six and Seven-day Classes: Two shifts off with additional time off given at the Fire Chief's discretion.
- Two-Week Class: Take four shifts off.

Once training is approved the employee attends the class. If, however, the Fire Division incurs overtime (due to staffing issues) while the employee is at training, the employee may be required to return to duty at the Chief's discretion if within commuting distance (60 mile radius

from Fire Station). Also, the employee may be placed on a 40-hour work week for classes that are one-week in duration or longer-at the discretion of the Fire Chief.

**ARTICLE 26  
TUITION REIMBURSEMENT**

**SECTION 1. POLICY AND ELIGIBILITY:** The City of Marysville sponsors a tuition reimbursement program, in order to assist employees in obtaining job-related skills and knowledge. All regular full-time (non-probationary) employees completing at least one year of service prior to the start date of the course(s) are eligible.

**SECTION 2. LIMITS AND PROGRAM CRITERIA:**

- A. The program provides for a maximum tuition reimbursement of **\$3,000** for undergraduate courses or **\$6,000** for graduate courses over the span of one calendar year. **This includes tuition, fees and books.** The City maintains the right to further set limits on reimbursement based on the City's financial state. When an adverse financial situation necessitates the City discontinuing a previously approved employee program, the City will notify the employee as soon as possible and make every effort to pick-up the program in place the next calendar year.
- B. The coursework must directly relate to the employee's job or career path as determined by management.
- C. Employees will take course(s) at an accredited college, university, community/junior college or business/commercial school.
- D. The City will reimburse for certification courses if the courses are required and relevant to the employee's current position. The employee does not need to take all the courses in the certification program to be eligible for reimbursement.

**SECTION 3. APPLICATION PROCESS:**

- A. The employee must notify their supervisor of the courses and costs for class work by June 1 for the next calendar year to give their supervisor proper notice to budget for the tuition. The employee will then complete City of Marysville HR Form – 10 (Tuition Reimbursement Request) by January 31 for each year to estimate their participation in the tuition reimbursement program for that year.
- B. Submit applications through the Fire Chief for approval to the Human Resource (HR) Manager. HR may process applications received late if it is determined there are extenuating circumstances.
- C. If the Fire Chief does not approve the request, the request is still submitted to HR with a written explanation. For individual courses and/or programs, include a description or outline of each course, as well as associated fees.
- D. HR routes the complete request form back to the employee and files a copy in the employee's record.
- E. All approved applications for that calendar year will be honored by the City.

**SECTION 4. DEGREE PROGRAMS:** For degree programs, the request must include a list of courses required for the program and a copy of the acceptance letter for the degree program. Once the Fire Chief and HR approves a degree program, it is not necessary to submit requests for each term. Instead, the employee completes and submits the appropriate institutes' term enrollment form to HR. If the employee's major is changed, department/division heads and HR must approve the new degree.

**SECTION 5. APPEAL PROCESS:** If all or part of an employee's request is not approved, the employee may appeal the decision to the City Manager. This appeal is a written letter/memo detailing additional information and submitted to the City Manager within 72 hours of the HR notification to the employee. The City Manager will issue the final written decision within five workdays.

**SECTION 6. REIMBURSEMENT PROCESS:** The City reimburses employees upon successful completion of the course(s) (grade of C or better). After submitting required documents to HR, employees receive tuition reimbursement as a separate check enclosed with their paycheck for the following pay period. An employee must submit the following documents to HR within 45 days of the completion of an approved course:

- A. Copy or original request form (HR Form – 10).
- B. Official receipts showing payment for tuition and fees by employee
- C. A grade slip
- D. A certificate or letter documenting successful completion of certification coursework

**SECTION 7. PAY BACK FOR RESIGNATION/TERMINATION OF EMPLOYMENT:** If an employee resigns or is terminated within 2 years of receiving tuition reimbursement, that employee must pay back reimbursements. Within the first year after reimbursement, the employee must pay back 100% of the reimbursement. Within the second year after reimbursement, the employee must pay back 50% of the reimbursement. This payback is deducted from remaining City paychecks. All funds in excess of City paychecks are due on or before the last day of employment.

If any employee is laid-off by the City he/she is not responsible for paying back the City for any tuition costs. The exception to this provision is when the employee refuses recall under the lay-off, than the repayment scheduled shall apply.

**SECTION 8. FIRE AND EMS TRAINING/ PROGRAM:** This program also includes a \$500 per employee, per year limit for initial or renewal of State certification training, or other training and programs that is related to duties as determined by the Chief. The employee will submit a letter of intent to management regarding the upcoming training event by June 1 for the next calendar year. This letter will identify the specific class and possible institutions where the class can be obtained. This is intent notification only.

**ARTICLE 27  
INSURANCE**

**SECTION 1 – MEDICAL**

(1) Wellness Program: The City and IAFF both recognize that an effective wellness program can help keep the workforce healthy and also keep medical insurance costs down. The City will maintain some form of wellness committee and IAFF will provide a member to that committee. The committee will meet as necessary to promote a health workforce vision and implement goals and action steps to that end.

(2) Medical Plans: The City offers the following three plans to all members of IAFF:

**Plan A (PPO):**

Coverage Changes	PPO
Out-of-Pocket Individual (Ind)	\$2,000
Out-of-Pocket Family	\$4,000
Office Visits	\$15 co pay
Allergy Injections	\$5 co pay
RX Retail	Tier 1: \$10 Tier 2: \$25 Tier 3: \$40 Tier 4: Mandatory Gen.
Rx Mail	Tier 1: \$10 Tier 2: \$65 Tier 3: \$120 Tier 4: Mandatory Gen.
Lifetime Max (Ind)	Unlimited

**Plan B (HRA):** This is the same plan offered in year 2013. It is a consumer-driver Health Reimbursement Account (HRA). The plan is otherwise the same as detailed in the 2013 .

The City of Marysville may make a contribution to your HRA account each year. The amount of that contribution will vary depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The unused portion of your HRA account will carry over from year to year, but there is a cap on your HRA account balance depending on your status (i.e. single coverage vs. family coverage) under the group health plan. The following schedule outlines the annual contributions and cap:

	Single Coverage Annual Contribution	Family Coverage Annual Contribution
1 <sup>st</sup> Year in Plan*	\$ 1,600	\$ 3,200
2 <sup>nd</sup> and Subsequent Years	\$ 1,450	\$ 3,000
Maximum Cap	\$ 5,000	\$ 10,000

(\* 1<sup>st</sup> Year in plan is defined as new employees, current employee never in HRA previously, or any employee not taking the City's medical insurance for three (3) calendar years.)

- **Beginning of Year:** Your annual contribution for the year is based on your status under the group health plan as of the first day of the plan year (or open enrollment). The annual contribution is deposited into your HRA account on or about January 7. Example: if you elect family coverage and this is your first year in the plan your annual contribution for 2014 is \$3,200 for the plan year. The maximum cap is also based on this same status and your previous years in the plan. The amount in your account as of December 31 of that previous year is used to determine your cap. If the employee has claims pending from that previous year (date of service before January 1), they must produce this claim information on or before April 1 of the current plan year to gain credit to the cap.
- **New Employees:** New employees are given a pledge amount prorated for the entire year based on their single/family status. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, first year in plan, gets 3 months of \$1,600 or \$400.
- **Single/Family Changes in Plan Year:** If the employee switches from family to single Coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorated to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).

Note that your HRA account balance is forfeited if your employment with the City of Marysville terminates for any reason.

**Plan C (HSA):** This is the same plan offered in year 2013 as Plan C, with the exception of the basic differences (by-law) between the HRA and the consumer-driver Health Savings Account (HSA). The two (2) major differences are the deductible and the City's pledge (contribution for HSA) to the account (see the below table for amounts by category):

There is no cap regarding the HSA.	Single Coverage Annual Contribution	Family Coverage Annual Contribution
1 <sup>st</sup> Year in Plan*	\$ 2,300	\$ 4,500
2 <sup>nd</sup> Year in Plan	\$ 2,150	\$ 4,250
3 <sup>rd</sup> Year in Plan and Subsequent Years	\$ 2,000	\$ 4,000

(\* 1<sup>st</sup> Year in plan is defined as new employees, current employee not taking HSA previously, or any employee not taking the City's medical insurance for three (3) calendar years.)

- **Beginning of Year:** Because there is no cap regarding HSA, the employee receives funding based on type of plan (single/family) distributed in four equal sums on a quarterly basis starting January 7, then April 8, July 8, and the last on October 7. The funding goes directly to the employee.
- **New Employees:** Funding is based on type plan (single/family) and is prorated for the year. The initial date of service includes that entire month in this calculation. Example: employee starts in October under single plan, first year in plan, gets 3 months of \$2,300 or \$575.
- **Single/Family Changes in Plan Year:** If the employee switches from family to single coverage during the plan year the contribution is prorated to the lower (single) amount. If an employee changes from single to family the contribution is prorated to the higher (family) amount. Employees are not responsible for negative amounts in these accounts (they do not pay the City back).

- Employees leaving employment with the City are no longer eligible for the HSA as of their last official date of service. Funding is carried forward from one year to the next. If the employee elects to not select the HSA the funding remains the employees. Account balance remains with employee on opted out.

(3) Premium Splits: The City and labor agree to an 80/20% split respectfully, regarding monthly premiums for the above plans.

Should the adopted health care legislation of the Congress of the United States alter (by-law) these plans during the term of this agreement, the parties agree to meet to discuss changes and implementations of the required Federal Health Care legislation.

(4) Opt Out/Stay Out Provision: The City reserves the right to initiate an Opt Out/Stay Out program during the term of this collective bargaining agreement to see if it is fiscally sound to the citizens as well as a viable choice to the employee. It would be given as an option only to the plans listed in this article.

(5) Change in Carriers. If it becomes necessary to change carriers and such change would affect the benefits under the plans, the City agrees to meet with representatives of the Union prior to implementing the change in order to negotiate the impact of any proposed change. The City will make every effort to fund a plan or plans as similar to this that currently exist, but there is no guarantee that the exact plan will be available based on carrier.

**SECTION 2. LIFE:** The City agrees to provide a term life insurance policy covering each employee in the amount of 1.5 times the employee's base salary up to a maximum of \$50,000. The City shall pay the entire cost of the policy to this level.

Local employees can purchase insurance above the \$50,000 (or 1.5 times salary limit-which ever is lesser) City provided insurance at a rate determined by the carrier, not to exceed a \$200,000 limit. The employee will have to fulfill any medical physicals as required by the carrier. If the rate changes-employees will assume the cost increase. If the City incurs legitimate business reasons to change insurance providers, the City will still provide the base \$50,000 coverage and the employees may still purchase more insurance at the new carrier's rate. In either case, the employee will also field any and all IRS tax issues for the insurance above \$50,000 (or 1.5 times salary).

**SECTION 3. PROFESSIONAL LIABILITY:** Professional liability insurance coverage will be provided to the members at the City's expense.

**SECTION 4. SHORT-TERM DISABILITY:** The City shall assume self-funding of the short-term disability program for off-the-job accidents and illnesses. The employee shall first use accumulated sick leave for such off-the-job accidents and illnesses. After accumulated sick leave has reduced to 72 hours, the City shall provide compensation up to sixty-seven percent (67%) of the weekly wage not to exceed \$500 for a period up to 13 weeks. Such payments shall begin after seven (7) days for illnesses and zero (0) days for accidents, if the employee has no accumulated sick leave. Both parties agree that Management reserves the right to disapprove this entitlement on a case-by-case basis when evidence of excessive use exists.

**ARTICLE 28  
LONGEVITY PAY**

Employees are provided longevity pay based initially on their hire date. On the first anniversary of that hire date they receive 1 year of service credit towards longevity pay and 1 additional service credit year on each following anniversary date. On November 15<sup>th</sup> of each year the number of service credit years on that date is used to determine the pay factor below. Only full years of service count.

Proposed		
Yrs of Service		Pay out Date
0-35 months		not eligible
36-71 months	\$ 629	2nd Payday in Nov.
72-107 months	\$ 729	2nd Payday in Nov.
108-143 months	\$ 828	2nd Payday in Nov.
144-179 months	\$ 928	2nd Payday in Nov.
180-239 months	\$ 1,027	2nd Payday in Nov.
240 + months	\$ 1,126	2nd Payday in Nov.

In the case of retirement, the employee is paid prorated longevity on retirement. Employees resigning or terminated are not eligible for this prorated longevity.

**ARTICLE 29  
INCENTIVE PAY**

**SECTION 1. FIRE / EMS INSTRUCTOR**

Employees holding a valid Fire and/or EMS Instructor's Certificate and assigned to the duties of instructor shall receive at each pay period a payment of \$55. Performance of this additional duty will be included on the employee's performance plan as an additional performance factor and evaluated in accordance with City policy.

**SECTION 2. MAINTENANCE COORDINATOR**

Employee(s) assigned by the Fire Chief to act in the position of Maintenance Coordinator shall receive at each pay period a payment of \$55. Performance of this additional duty will be included on the employee's performance plan as an additional performance factor and evaluated in accordance with City policy.

**ARTICLE 30  
HOURS OF WORK AND OVERTIME**

**SECTION 1. HOURS OF WORK**

Employees covered by this Agreement shall work either twenty-four (24) hour shifts or eight (8) hour shifts. Each employee shall be assigned to a regular shift and work either a schedule of twenty-four (24) hours on duty, commencing at 7:00 a.m. and ending at 7:00 a.m. the following day, followed by forty-eight (48) hours off duty or an eight hour day commencing at 8:00 a.m. and ending at 4:30 p.m. When the need for temporary manpower in a forty-hour position exists, (such as a fifty-three (53) hour employee going to a weeklong school or class) the city will normally fill the temporary need by placing that employee on a forty (40) hour shift for the duration of the school or class. No fifty-three (53) hour employee will be changed to a permanent forty (40) hour position without his/her prior approval. The parties agree that if, during the life of the Agreement, it becomes necessary for the City to change or alter the starting time of the shifts as specified in this section, the City and Local shall meet to discuss the reasons for and to negotiate the effects of the decision prior to any implementation. The City has the right to staff the unit to complete the mission of the unit and will exercise those rights when additional temporary staff is needed. This shall not constitute a guarantee of work hours or days.

**SECTION 2. SHIFT ASSIGNMENTS**

Shift assignments shall be made by the Fire Chief or his designee. Employees shall continue to have the right to trade shifts (swaps) when the change does not interfere with the operation of the Fire Division, has the prior approval of the Fire Chief and does not result in the payment of overtime. The employee is limited to 192 hours of trade time per calendar year. If the trades are for educational purposes, and pre-approved by the fire chief, those trades will not count toward the total limit.

**SECTION 3. OVERTIME RATE**

Overtime shall be paid for hours accrued over 106 hours consecutively within the pay period. Overtime shall be paid at one and one-half (1 ½) times the regular hourly rate for every hour worked over one hundred and six (106) in a fourteen (14) day work period and over 40 hours a week for personnel assigned to a permanent 40 hour position.

**SECTION 4. COMPENSATORY TIME AND OVERTIME FOR 24 HOUR SHIFTS**

Compensatory time shall be available for all Local 3032 members and shall be used as described in Article 18 of this collective bargaining agreement.

Employees will receive overtime or compensatory time for any hour worked over 106 hours within the 14 day work period. Compensatory time is accrued at a rate of one and one half hour for each overtime hour. Each employee is permitted to accrue up to two-hundred and forty hours (240) and carry year-to-year one-hundred and forty-four (144) hours of compensatory time.

Employees are paid the first pay period in January at the fifty-three (53) hour rate for all compensatory time exceeding the two-hundred and forty (240) hours.

#### **SECTION 5. HOURS WORKED CALCULATION**

Overtime payments shall be made to the nearest quarter hour. For purposes of determining overtime, only the actual hours an employee works in each fourteen (14) day work period will be used to calculate overtime. Sick leave, funeral leave, vacation leave, personal time, military leave or any other similar leave will not be used in calculating overtime compensation.

#### **SECTION 6. CALL-IN TIME**

Employees called in and required to work at a time disconnected from their regularly scheduled hours of work shall be paid a minimum of (3) hours and a maximum of actual hours worked if over (3) hours. These hours will be paid at 1 ½ times the 40-hour rate on the next paycheck after the hours are worked. Any employee called in to work will remain on duty until released by the Shift Officer.

These hours are paid as they are worked, and will not be included in the computation of hours worked for overtime. Call-in time shall apply to employees called for off-duty court appearances resulting from the performance of their duties. The parties agree that there shall be no pyramiding of overtime hours. (Ex: if called in at 5 p.m. and released at 6 p.m., the next (3) hour minimum cannot begin until after 8 p.m.). The parties further agree that there will not be pyramiding of overtime hours, stacking call-in with holiday pay.

#### **SECTION 7. OVERTIME VOLUNTARY**

In the event that a need for overtime occurs in the fire division, overtime shall accrue to members of the bargaining unit and shall be voluntary. The City may offer overtime to part-time employees in the event that all members of the bargaining unit refuse or cannot be contacted after reasonable attempts. However, should fill-in be needed and all employees have previously declined, the next employee contacted shall respond to duty. If fill-in is needed upon shift change, the shift officer is responsible for ensuring that the least senior firefighter or least senior medic on duty shall remain on duty until replacements report for duty. All overtime shall, whenever reasonably possible be distributed and rotated equally among employees, subject to the operational needs of the City

**ARTICLE 31  
SUBCONTRACTING**

If during the life of this agreement the employer determines it is necessary to contract out work which is currently performed by bargaining unit employees, the employer and the union shall meet to discuss the reasons for and to negotiate the effects prior to any implementation.

## ARTICLE 32 UNIFORM ALLOWANCE

**SECTION 1. INITIAL ISSUE:** The City shall assume the cost of furnishing new employees with a complete new uniform for the first year's service. This will include: Dress Uniform: jacket, pants, long and short sleeve shirt, hat, tie, shirt and hat badges, overcoat. Duty Uniform: two (2) shirts, five (5) pants, five (5) T-shirts, two (2) job shirts, one (1) jacket, one (1) belt, and shoes/boots.

**SECTION 2. ANNUAL INCIDENTAL ALLOWANCE:** The City will allow an annual allowance (Jan 1-Dec 31) of \$200 per Local 3032 employee for use in purchasing from the below list of incidentals. Management will first have approval authority of the request, fill the requirement, and subtract the amount from the \$200. This allowance is not forwarded from one calendar year to the next.

- Station duty boots.
- Athletic shoes for physical fitness.
- Workout apparel including long pants, shorts, long shirt and t-shirt.
- Socks (a maximum of 5 pair per year)..\
- Embroidered ball cap and/or winter hat.
- One set of linens per year.
- Blue 5-11 shorts not currently provided as a commissary item.
- Any Fire or EMS related apparel or tools not provided to MFD members by the City of Marysville, but approved by the Fire Chief.

**SECTION 3. UNIFORM MAINTENANCE:** All officers and all firefighters will be required to maintain this issue and have items replaced when worn or damaged. All employees are required to maintain issued articles in serviceable condition. Articles that are damaged or worn will be replaced or repaired by the City, provided the damage is not the result of the member's intentional abuse or negligence. When any item reaches the end of its useful life, or is damaged, it will be replaced by the City when turned in to the fire chief or his designee, who shall have the sole discretion in determining if replacement is necessary.

**SECTION 4. OTHER:** The City shall pay for initial changes of uniform resulting from promotion. Equipment articles, if furnished by the City, shall remain the property of the City and shall be returned to the City upon resignation, discharge or retirement in the same condition as when received, less normal wear and tear. Shirts and pants issued in the same year that an employee resigns, is discharged, or retires shall also be returned to the City. The employee shall replace equipment articles lost or stolen through negligence. Equipment articles needing repair or replacement due to job-related wear and tear shall be repaired or replaced by the City. The City will replace clothing damaged or destroyed in the line of duty. When the City mandates uniform changes, the City shall pay for the change.

**SECTION 5. PERSONAL PROPERTY:** Eyeglasses or contacts (up to \$500), and watches (up to \$50) damaged in the line of duty will be repaired or replaced by the City, so long as there was no demonstrable negligence by the employee, which contributed to the property loss or damage. The City is not responsible for lost, stolen, or damaged privately owned cell phones, pagers, PDAs, and other personal electronic devices.

**ARTICLE 33  
PAY PERIODS**

Members covered hereunder shall be paid bi-weekly, i.e., every other week. It is understood and agreed that for the computation of pay purposes, the starting time of the work week will commence at 7:00 a.m. Sunday and end at 6:59 a.m. the following Sunday.

**ARTICLE 34  
WAGES/PENSION PICKUP**

**SECTION 1. WAGES**

**January 1, 2017**

**FIREFIGHTERS**

	A(3%)	B(3%)	C(3%)	D(3%)	E(3%)
Hourly (53)	18.57	21.34	22.29	23.22	24.55
Hourly (40)	24.60	28.27	29.54	30.76	32.53
Annual	51,174.52	58,802.29	61,439.69	63,990.67	67,665.82

**FIREFIGHTER PREVENTION**

	A(3%)	B(3%)	C(3%)	D(3%)	E(3%)
Hourly (53)	20.11	22.83	23.78	24.72	26.05
Hourly (40)	26.65	30.25	31.51	32.75	34.51
Annual	55,432.18	62,927.05	65,549.10	68,121.48	71,782.33

**FIREFIGHTER/PARAMEDIC**

	A(3%)	B(3%)	C(3%)	D(3%)	E(3%)
Hourly (53)	19.87	22.59	23.55	24.48	25.81
Hourly (40)	26.33	29.93	31.20	32.43	34.20
Annual	54,764.32	62,259.18	64,905.87	67,453.63	71,139.21

**LIEUTENANT**

	A(3%)	B(3%)
Hourly (53)	26.99	28.04
Hourly (40)	35.76	37.16
Annual	74,385.33	77,284.43

**LIEUTENANT/PARAMEDIC**

	A(3%)	B(3%)
Hourly (53)	28.24	29.54
Hourly (40)	37.42	39.14
Annual	77,842.53	81,404.43

**PREVENTION LIEUTENANT**

	A(3%)	B(3%)
Hourly (53)	28.49	29.78
Hourly (40)	37.75	39.46
Annual	78,510.38	82,072.28

**January 1, 2018**

**FIREFIGHTERS**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	19.03	21.87	22.85	23.80	25.17
Hourly (40)	25.22	28.98	30.28	31.53	33.34
Annual	52,453.88	60,272.35	62,975.68	65,590.43	69,357.46

**FIREFIGHTER PREVENTION**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	20.62	23.40	24.38	25.34	26.70
Hourly (40)	27.32	31.01	32.30	33.57	35.37
Annual	56,817.98	64,500.22	67,187.82	69,824.52	73,576.89

**FIREFIGHTER/PARAMEDIC**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	20.37	23.16	24.14	25.09	26.46
Hourly (40)	26.99	30.68	31.98	33.24	35.06
Annual	56,133.43	63,815.66	66,528.52	69,139.97	72,917.69

**LIEUTENANT**

	A(2.5%)	B(2.5%)
Hourly (53)	27.67	28.74
Hourly (40)	36.66	38.08
Annual	76,244.97	79,216.54

**LIEUTENANT/PARAMEDIC**

	A(2.5%)	B(2.5%)
Hourly (53)	28.95	30.28
Hourly (40)	38.36	40.12
Annual	79,788.59	83,439.54

**PREVENTION LIEUTENANT**

	A(2.5%)	B(2.5%)
Hourly (53)	29.20	30.52
Hourly (40)	38.69	40.44
Annual	80,473.14	84,124.09

**January 1, 2019**

**FIREFIGHTERS**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	19.47	22.42	23.42	24.39	25.80
Hourly (40)	25.80	29.70	31.03	32.32	34.18
Annual	53,658.72	61,779.15	64,550.07	67,230.19	71,091.40

**FIREFIGHTER PREVENTION**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	21.13	23.99	24.99	25.97	27.36
Hourly (40)	28.00	31.78	33.11	34.41	36.26
Annual	58,238.43	66,112.73	68,867.52	71,570.13	75,416.31

**FIREFIGHTER/PARAMEDIC**

	A(2.5%)	B(2.5%)	C(2.5%)	D(2.5%)	E(2.5%)
Hourly (53)	20.88	23.73	24.74	25.71	27.12
Hourly (40)	27.66	31.45	32.78	34.07	35.93
Annual	57,536.76	65,411.06	68,191.73	70,868.47	74,740.63

**LIEUTENANT**

	A(2.5%)	B(2.5%)
Hourly (53)	28.36	29.46
Hourly (40)	37.57	39.04
Annual	78,151.09	81,196.96

**LIEUTENANT/PARAMEDIC**

	A(2.5%)	B(2.5%)
Hourly (53)	29.67	31.03
Hourly (40)	39.32	41.12
Annual	81,783.31	85,525.53

**PREVENTION LIEUTENANT**

	A(2.5%)	B(2.5%)
Hourly (53)	29.93	31.29
Hourly (40)	39.66	41.46
Annual	82,484.97	86,227.19

**SECTION 2. PENSION:** As of January 1, 2014, the city is no longer picking up any portion of the employee share of wages. Additionally, the city agrees to continue during the length of this agreement to continue using the "salary reduction" method for pension payments as permitted by Ohio law and IRS.

**SECTION 3. ENTRANCE STEP AND PROGRESSION:**

Step A shall be the normal hiring step with progression to subsequent steps on the employee's anniversary of hire date. For all employees hired after date of contract, progression to next higher step level is contingent on a minimum rating of "Satisfactory" on the annual performance evaluation.

Step A: Hire / promotion date to one year (12 month) anniversary date.

Step B: One-year anniversary to two-year (24 month) anniversary date.

Step C: Two-year anniversary to three-year (36 month) anniversary date.

Step D: Three-year anniversary to four-year (48 month) anniversary date.

Step E: Four-year anniversary date.

**ARTICLE 35  
SEVERABILITY**

**SECTION 1. SEVERABILITY**

Should any part of this Agreement be held invalid by operation of law or by final order issued by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of the Agreement be restrained by such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or effect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by final order issued by any tribunal of component jurisdiction or by operation of law, and upon written request by either party, the parties to this Agreement shall meet within thirty (30) days of receipt of the written request in an attempt to modify the invalidated provisions by good faith negotiations.

**ARTICLE 36  
EARLY RETIREMENT INCENTIVE**

**SECTION 1. EARLY RETIREMENT INCENTIVE POLICY:** The early retirement incentive plan shall be the only retirement incentive plan in effect for eligible employees covered by the Police and Firemen's Disability and Pension Fund. Participation in the Plan shall be available to 5% of the eligible employees covered by this contract who are members of the Police and Firemen's Disability and Pension Fund. Participation eligibility shall be based on total service credit in the Police and Firemen's Disability and Pension Fund pursuant to applicable service credit provisions of O.R.C. Chapter 742. Persons with more service credit as calculated under O.R.C. Chapter 742 shall have right to participate before employees having less service credit in the system.

**SECTION 2. PROCESS:** Pursuant to this plan, service credit for each participating employee shall be purchased in an amount equal to the lesser of the following:

- (1) Up to four years of military service credit
- (2) Up to four years of previously refunded service
- (3) An amount of military and refunded service credit needed for the employee to obtain 25 years total service credit in the Police and Firemen's Disability and Pension Fund.
- (4) The employee shall retire within 120 days of city approval to participate in this plan.

**SECTION 3. PLAN APPROVAL:** The City reserves the right to approve or deny City participation with an individual based on the economic benefit to the City. (i.e. City economically breaks even from the cost of the incentive versus the cost of a new employee).

**SECTION 4. EMPLOYER NOTIFICATION:** The employee shall notify the City in writing of their desire to participate in this plan and provide the necessary documentation from the Police and Fire Disability and Pension Fund as to the cost.

**SECTION 5. INCOME TAX:** The employee shall be responsible for the income tax aspects of participation in the plan, if any.

**ARTICLE 37**  
**PHYSICAL FITNESS PROGRAM**

**SECTION 1 – PROGRAM OUTLINE:** All members of the Local will take part in the division’s mandatory/non-punitive/Wellness and Fitness Initiative as designed by local and the City. Testing is performed November-December of each year. There will be no incentives paid for complying with the requirements of this program. The Marysville Fire Division Wellness and Fitness Initiative (WFI) dated MM/DD/2016 shall serve to provide the intent and guidance for administration of the program.

**SECTION 2 – CHANGES IN STANDARDS:** Local and management agree that standards may change based on a mutual agreement-during the life of the contract.

**SECTION 3 – FITNESS FACILITY:** The City agrees that as long as Local continues to take part in the division’s mandatory/non-punitive/Wellness and Fitness Initiative, the City will continue to provide a fitness facility that will enable Local members to meet the intent of the standards set in NFPA 1583.

**SECTION 4 – DEVELOPMENT OF THE IAFF/IAFC WELLNESS AND FITNESS COMMITTEE:**

To achieve such a program a Labor-Management Wellness/Fitness Committee shall be formed within ninety days of the signing of this contract. The committee will consist of three representatives of the Employer, three representatives of the Local, the fire department designated physician and an outside medical, physiological and wellness consultant(s) mutually chosen by both parties.

The parties agree the Article 24 and 37 will stay in effect until at such time the parties have mutually agreed to modify their provisions.

**SECTION 5 – PHYSICALS:** Employees will maintain themselves in good physical condition to perform duties as determined by the physical. The results shall be confidential in accordance with applicable State and Federal laws governing confidentiality of medical information. NFPA 1582 shall serve as a general resource and guide. If the member is at or above 50, they may opt to have a stress test completed in lieu of the VO2 test.

**ARTICLE 38  
APPLICATION OF STATE CIVIL SERVICE LAWS**

In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10(a), the following articles and/or sections thereof, as provided under the terms and conditions of this Agreement, specifically supersedes and/or prevail over those subjects described in the ORC and/or the Ohio Administrative Code (OAC).

<b>Contract Article</b>	<b>Supersedes and/or Prevails Over</b>
Article 12 – Seniority	ORC 124.321-124.328
Article 13 – Layoff and Recall	ORC 124.321-124.328
Article 14 – Probationary Periods	ORC 124.27; OAC 123: 1-19-01, 123: 1-19-03, 123: 1-23-12
Article 17 – Holidays	ORC 325.19
Article 18 – Accrued, Earned and Accumulated Leave Other Than Sick	ORC 325.19, 9.44
Article 20 – Sick Leave	ORC 124.38-124.391, 124.386, 124.391; OAC 123: 1-32-05, 123: 1-32-07, 123: 1-32-08, 123: 1-32-09, 123: 1-32-10
Article 22 – Special Leaves	ORC 124.135; OAC 123: 1-34-03
Article 30 – Hours of Work/Overtime	ORC 4111.03
Article 34 – Wages	ORC 124.33

**ARTICLE 39**  
**LINE OF DUTY DEATH**

In the event that a bargaining unit member is killed in the line of duty, and the death is determined to be a line of duty death by Ohio Worker's Compensation, then the balance of the member's sick leave shall be paid out to estate of the member.

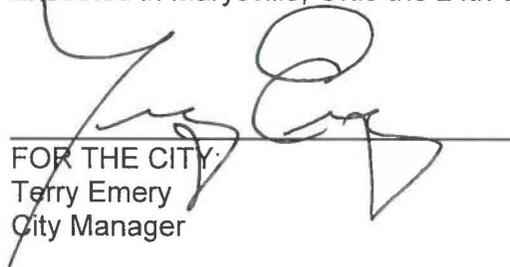
**ARTICLE 40  
DURATION OF AGREEMENT**

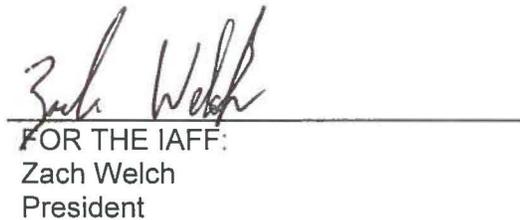
**SECTION 1. DURATION:** This Agreement shall be effective as of July 1, 2016 and shall remain in full force and effect until June 30, 2019 or otherwise terminated as provided herein.

**SECTION 2. MODIFY, AMEND, OR TERMINATE:** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SECTION 3. DISPUTE RESOLUTIONS:** The parties agree to follow the dispute resolution mechanisms as prescribed in Section 4117 of the Ohio Revised Code.

Executed in Marysville, Ohio the 24th day of June, 2016.

  
\_\_\_\_\_  
FOR THE CITY:  
Terry Emery  
City Manager

  
\_\_\_\_\_  
FOR THE IAFF:  
Zach Welch  
President