

**IN THE MATTER OF FACT-FINDING**

EMPLOYMENT  
RELATIONS BOARD

**BETWEEN**

2004 MAY 10 A 9:20

**THE CITY OF MARYSVILLE**

**AND**

**INTERNATIONAL ASSOCIATION of FIREFIGHTERS  
LOCAL 3032**

**BEFORE: E. William Lewis**

**SERB CASE NO. 03-MED-10-1233**

**PRINCIPAL ADVOCATE FOR THE CITY:**

**Mr. Brian F. Dostanko, Human Resource Manager  
City Hall, 125 East 6<sup>th</sup> Street  
Marysville, Ohio 43040**

And

**PRINCIPAL ADVOCATE FOR THE UNION:**

**Mr. Henry A. Arnett, Attorney  
280 N. High Street, Suite 1410  
Columbus, Ohio 43215**

E. William Lewis was selected by the parties to serve as Fact Finder in the above referenced case and duly appointed by the State employment Relations Board in compliance with Ohio Revised Code section 4117.14 C (3).

May 3, 2004 was established as the hearing date and the parties timely filed the required pre-hearing statements.

In their pre-hearing filings one or more of the parties identified the following issues, and/or contract provisions as being unresolved:

**ARTICLE 19 –VACATION LEAVE**

**ARTICLE 28–INSURANCE**

**ARTICLE 29–LONGEVITY PAY**

**ARTICLE 30–INCENTIVE PAY**

**ARTICLE 31–HOURS OF WORK AND OVERTIME**

**ARTICLE 34–WAGES/PENSION PICKUP**

**BACKGROUND:**

This case evolves out of a collective bargaining dispute between the City of Marysville, hereinafter known as the employer, and the IAFF, Local 3032, hereinafter known as the union. Their collective bargaining Agreement expired on December 31, 2003. There are 26 bargaining unit members composed of: 3-Lieutenants, 2-forty-hour work week fire prevention Firefighters, and 21-traditional 56 hour work week Firefighters.

The parties began bargaining on a renewal contract in the fall of 2003 and since the new administration took office they have made great progress in resolving all issues except those listed above.

As required by Ohio Revised Code 4117 the parties entered into mediation at the May 3<sup>rd</sup> Fact-Finding/Mediation meeting. The parties worked hard to hear each other during the mediation session and as a result the above listed issues were also resolved.

The format of this report will be to list an article followed by a brief review of the position of each party and a discussion indicating a mediated settlement. My recommendation will be the mediated settlement accompanied by the appropriate contract language or the memorandum of understanding. The actual signed tentative agreement will be attached as an appendix.

## **ARTICLE 19 –VACATION LEAVE**

### **Union’s Position:**

The union proposed in Section 1 that the employer grant prior service credit to its bargaining unit members as granted to other city employees.

In section 7 the union proposed allowing vacation time to be used in 15 minute increments.

### **Employer’s Position:**

Section 1–current language

Section 7–current language

### **Fact Finder’s discussion and recommendation:**

Mediated settlement.

Section 1 addition: **NOTE:** The City may offer prior service credit to new employees with firefighter experience in the public sector as a way to attract highly qualified employees. The prior service credit is used for the computation of vacation accrual only. The city also offered this prior service credit to current Local 3032 members in accordance with Memorandum dated May 3, 2004. (Attachments A and B).

## **ARTICLE 27--INSURANCE**

### **Union's Position:**

Section 4, Short-Term Disability-----current language

### **Employer's Position:**

The city proposed in Section 4 to reduce from 72 to 60, the number of hours to which sick leave must be reduced before Short-Term Disability kicks in. The city also proposed to limit the number of times to three that an employee may utilize Short-Term Disability.

### **Fact Finder's discussion and recommendation:**

Mediated settlement.

Section 4. SHORT-TERM DISABILITY: to read as follows- The City shall assume self-funding of the short-term disability 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 illness 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. (Attachment C)

## **ARTICLE 29 LONGEVITY PAY**

### **Union's Position:**

The union proposed to increase the current steps (A through F) by \$100 respectfully.

### **Employer's Position:**

The employer proposed to eliminate step F (twenty year) and increase steps A through E \$100. Furthermore, the employer proposed that an employee must receive a minimum of Satisfactory on their annual evaluation to be eligible for the longevity pay.

**Fact Finder's discussion and recommendation:**

Mediated settlement.

Keep the current longevity steps—A through E, and increase the levels A through E by \$100 each. Eligibility as per current contract. (Attachment D)

**ARTICLE 30 INCENTIVE PAY**

**Union's Position:**

The union proposed making language commensurate with duration of contract, reflecting a June 30,2007 expiration, tentatively agreed to prior to the Fact Finding hearing. They also proposed an increase in the inspector pay since no pyramiding is permitted.

**Employer's Position:**

Update language in Sections 1 through 4 to reflect contract duration change. No change in incentive pay amounts.

**Fact Finder's discussion and recommendation:**

Mediated settlement.

ARTICLE 30-----INCENTIVE PAY To read as follows:

**SECTION 1. PARAMEDIC INCENTIVE**

Employees who hold a valid Emergency Medical Technician- Paramedic Certificate shall receive at each pay period a payment of \$105 per pay period. This payment will be rolled into the applicable firefighter's overall wage package (reflected in tables contained in Article 35 of the contract) after or post the cost-of

living raise (when applicable) is applied to the base salary. In addition, all new employees hired after January 1, 2004, will not be eligible for this incentive pay as it has transitioned to a requirement of the job, not an incentive issue.

## **SECTION 2. FIRE SAFETY INSPECTOR**

Employees holding a valid State of Ohio Fire Safety Inspector's Certificate and permanently assigned to the duties of Fire Safety Inspector shall receive a payment at each pay period of \$125. This payment will be rolled into the applicable firefighter's overall wage package (reflected in tables contained in Article 35 of this contract) after or post the cost-of-living raise (when applicable is applied to the base salary). There will be no pyramiding of certificates for employees permanently assigned to the Fire Prevention Bureau. The Fire Prevention Bureau Lieutenant will certify no more than three (3) line firefighters holding a valid Fire Safety Inspector certificate to perform said duties on an annual basis. Such certification will be submitted to the Fire Chief for annual approval. These individuals shall receive a payment of \$35 per pay for the term of this contract. These individuals shall periodically perform inspection and/or Fire Prevention Bureau activities under the general supervision of the Prevention Lieutenant.

## **SECTION 3. 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.

## **SECTION 4. EMS AND MAINTENANCE COORDINATORS**

Employees assigned by the Fire Chief to act in the position of EMS coordinator and Maintenance Coordinator shall receive at each pay period a payment of \$45.

(Attachment E)

## **ARTICLE 31 HOURS OF WORK AND OVERTIME**

**Union's Position:**

Section 4, according to the union's proposal should be changed to provide that, if other city employees are eligible to receive or elect compensatory time on January 1, 2005, then firefighters should be entitled to receive compensatory in lieu of a cash payment for overtime worked.

In section 5, the union proposed that paid time off should be considered as hours worked for overtime eligibility purposes.

**Employer's Position:**

Sections 4 and 5 of Article 31 should remain current language.

**Fact Finder's discussion and recommendation:**

Mediated settlement.

**ARTICLE 31—HOURS OF WORK AND OVERTIME**, to read as follows:

**SECTION 1. HOURS OF WORK**

Employees covered by this Agreement shall work either twenty-four (24) shifts or eight (8) hour shifts. Each employee shall be assigned to regular shift work and work either a schedule of twenty-four (24) hours on duty, commencing at 7:00a.m. and ending at 7:00a.m. the following day, followed by forty-eight (48) hours of off duty or an eight hour day commencing at 8:00a.m. and ending at 8:30p.m. When the need for temporary manpower in a forty (40) hour position exists, (such as a fifty-three (53) employee going to a week long school or class, the city will normally fill the temporary need by placing the employee on a forty (40) shift for the duration of the school class. No fifty-three (53) hour employee will be changed to a 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 the Local shall meet to discuss the reasons for and to negotiate the effect 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 exchange shifts (swaps) when the change does not interfere with operation of the Fire Division, has the prior approval of the Fire Chief and does not result in the payment of overtime.

**SECTION 3. OVERTIME RATE**

Overtime shall be paid a 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 forty (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 will continue to not be available as an option for Local 3032 provided the City eliminates compensatory time from the City Policy Manual for non-union members. In the event the Policy Manual is not changed by December 31, 2004, bargaining unit members shall be entitled to compensatory time as set forth in the 1998-2000 City of Marysville/Local 3032 contract.

**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 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.)

## **SECTION 7. OVERTIME VOLUNTARY**

In the event that a need for overtime occurs in the fire department, 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 possible be distributed and rotated equally among employees, subject to the operational needs of the City. The City agrees to maintain a log to show time of call and a response from each person called.

(Attachments F and G)

## **ARTICLE 34 WAGES/PENSION PICKUP**

### **Union's Position:**

The union proposed to increase the wage scale by 4% effective January 1, 2004, 4% effective January 1, 2005, 4% effective January 1, 2006 and 3% effective January 1, 2007. They further proposed that there be a 10% differential between the top step fire fighter and lieutenant pay. The hourly rate should be calculated on a 53 hour basis rather than the current 56 hour basis.

### **Employer's Position:**

The employer proposed that in order to progress to the next step in the wage progression system (A through E) an employee must receive a "Satisfactory" on

their annual performance evaluation. The employer's proposal regarding the wage progression schedule was as follows:

FIREFIGHTERS, Step A, effective 1/1/04-7%; effective 1/1/05-8%; effective 1/1/06-8%; effective 1/1/07-2%

FIREFIGHTERS-Steps B through E, effective 1/1/04-2%; effective 1/1/05-2%; effective 1/1/06-2%; effective 1/1/07-2%

LIEUTENANTS, Step A, effective 1/1/04-4.5%; effective 1/1/05-6.4%; effective 1/1/06-2%; effective 1/1/07-2%

LIEUTENANTS, Step B, effective 1/1/04-4.5%; effective 1/1/05-6.1%; effective 1/1/06-2%; effective 1/1/07-2%

**Fact Finder's discussion and recommendation:**

Mediated settlement.

Wages: FIREFIGHTERS-STEP A-effective 1/1/04-7%; effective 1/1/05-8%; effective 1/1/06-8%; effective 1/1/07-2%

FIREFIGHTERS-STEPS B through E-effective 1/1/04-2%; effective 1/1/05-3%; effective 1/1/06-3.5%; effective 1/1/07-2%

LIEUTENANTS-STEP A-effective 1/1/04-4.5%; effective 1/1/05-6.4%; effective 1/1/06-2%; effective 1/1/07-2%

LIEUTENANTS-STEP B-effective 1/1/04-4.5%; effective 1/1/05-6.1%; effective 1/1/06-2%; effective 1/1/07-2%

The fifty -six (56) hourly rate to be changed to fifty-three (53) hourly rate.

(Attachments H and I)

**SUMMARY:**

The Fact Finder recommends the mediated settlements and attachments as enumerated herein. In addition, all agreements previously reached by and between

the parties and tentative agreed to are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

The Fact Finder has detected some Article numbering discrepancies in both parties pre-hearing submittals and signed tentative agreements, therefore the Fact Finder has followed the parties numbering changes.

The Fact Finder commends the parties for the hard work they have done to compose this agreement. It is my hope they will recognize the progress they made, will adopt these mediated settlements and use this agreement to help continue the development of a positive labor-management relationship.

Respectfully submitted and issued at Columbus, Ohio this 7<sup>th</sup> day of May, 2004.



E. William Lewis  
Fact Finder

**ARTICLE 19  
VACATION LEAVE**

**SECTION 1. VACATION ACCRUAL:**

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

<b>Years of Service</b>	<b>Hours Per Month</b>
1 thru 5 years of service	14 hours per month
6 thru 12 years of service	21 hours per month
13 thru 19 years of service	28 hours per month
20 or more years of service	42 hours per month

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

<b>Years of Service</b>	<b>Hours Per Month</b>
1 thru 5 years of service	8 hours per month
6 thru 12 years of service	12 hours per month
13 thru 19 years of service	16 hours per month
20 or more years of service	20 hours per month

**NOTE:** The City may offer prior service credit to new employees with firefighter experience in the public sector as a way to attract highly qualified employees. This prior service credit is used for the computation of vacation accrual only. The City also offered this prior service credit to current Local 3032 members in accordance with Memorandum dated May 3, 2004.

**SECTION 2. ELIGIBILITY:**

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.

**SECTION 3. VACATION CARRYOVER:**

Vacation is accrued per pay period. After the first year of service (on the anniversary date of employment) no more than one and one half times the annual accrual rate of vacation may be carried forward to the next year. After 20 years of service, the maximum carryover limit is 240 hours for 40-hour employees and 504 hours for 24-hour employees (1 year accrual). Vacation hours not able to be carried over will be paid the first pay date after the employment anniversary date. Buy-out is limited to one half of the annual accrual rate (as earned). Vacation time not carried over or bought out is deleted. Such payment shall be made at the employee's rate of pay at the time of payment. When vacation is used prior to anniversary date but reported after payment, the overpayment will be deducted in the next pay period.

**SECTION 4. VACATION SCHEDULING/APPROVAL:**

All vacation leave shall be approved subject to the manning requirements of the Division. Requests for three (3) shift days or less 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. Vacation requests in writing for three (3) shift days or longer and filed by November 30 each year shall be scheduled based on seniority. Should such an approved vacation 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.

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

#### **SECTION 5 DEATH/DISABILITY RETIREMENT**

Upon death or disability retirement from the Division, all employees will be entitled to a lump sum of all accumulated vacation leave 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.

#### **SECTION 6. CALL TO DUTY**

Employees called back to work while on approved vacation will have all unused vacation leave restored. Employees ordered to work while on approved vacation leave are paid one and a half times the straight time hourly rate for all hours worked.

#### **SECTION 7. SCHEDULE BY SENIORITY**

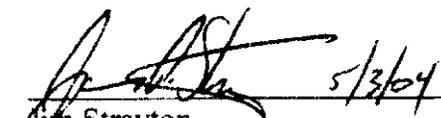
Conflicting vacation requests will be scheduled on the basis of seniority; however, vacation requests will not be unreasonably denied.

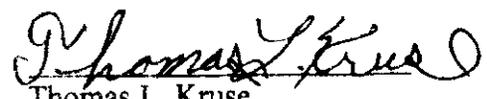
Vacation hours may be used in one (1) hour increments.

#### **SECTION 8. END OF SERVICE BUY-OUT**

Employees ending service to the City of Marysville are entitled to vacation 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.

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
Jim Strayton  
President Local 3032

  
Thomas L. Kruse  
Mayor



# The City of Marysville

City Hall, 125 East 6<sup>th</sup> Street • Marysville, Ohio 43040-1641  
(937) 642-6015 • FAX (937) 642-6045 • [www.marysvilleohio.org](http://www.marysvilleohio.org)

## MEMORANDUM

To: Firefighters of Local 3032  
From: Mayor Tom Kruse  
Cc: Finance Director John Morehart  
Fire Chief Gary Johnson  
Human Resource Manager Brian Dostanko  
Re: Prior Service Credit for Vacation Accrument  
Date: April 30, 2004

As we discussed during negotiation, the City will offer prior service credit for vacation. For Current (as of the date of this letter) Fulltime Firefighters there will be a one-time opportunity to receive credit for length of service in previously held public service position(s) using the following guidelines:

- Prior experience and positions relate directly to the employee's current position or the position for which she/he was originally hired by the City of Marysville
- Documentation is submitted to the Human Resources Manager on or before June 30, 2004 confirming prior public service was with a state, city, or local governmental agency.
- Documentation is official in nature. For example pay records or a letter from the Human Resource Manager or an official representing the public entity.
- Prior service credit for approved consideration of part-time employee will be prorated.
- The new vacation accrument rate will be retroactive to 1/1/2004.

Management will make a good faith effort throughout this process to include the documentation issue. If any Local 3032 member does not concur with the City's prior service credit decision, management will discuss the issue at a Labor/Management meeting. If consensus is still not achieved, Local 3032 may of course utilize the grievance process as defined in contract.

Very Truly Yours,

Thomas L. Kruse  
Mayor

**Marysville**

*Where the Grass is Greener*

**ARTICLE 28  
INSURANCE**

**SECTION 1. MEDICAL:** The City agrees to make available to employees a managed care medical insurance program with coverage consistent with those coverage(s) currently in effect. The employee may elect to enroll in either the managed care plan or the dental plan or both. The Employee and the City allocation of the premium's cost for the managed care plan and the dental plan for the year 2004 continue in effect until a premium increase, if any takes effect. Premium increases, if any, for years 2004-2007 shall be shared on a 20/80 basis by the Employee and the City respectively. Should the Congress of the United States adopt health care legislation during the term of this agreement, the parties agree to meet to discuss implementation and conformance to the required Federal Health Care legislation.

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

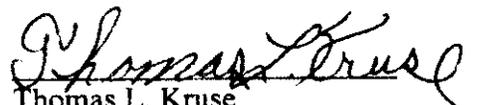
Local employees can purchase insurance above the \$50,000 (or 1.5 times salary limit- which ever is lesser) City provided insurance at a rate of .21 cents per month and per thousand dollars of insurance, not to exceed a \$200,000 limit. The employee will have to fulfill any medical physicals as required 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.

We agreed with content of the preceding Article 28 on this day, May 3, 2004.

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Jim Strayton  
President Local 3032

  
Thomas L. Kruse  
Mayor

ATTACHMENT D

ARTICLE 29  
LONGEVITY PAY

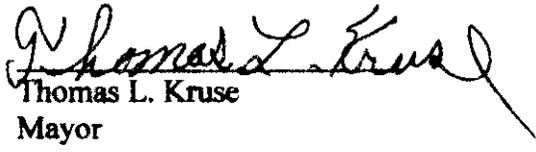
5/3/04

Employees who are in full-time employment by the City as of November 15th of each year shall be entitled to longevity pay as follows:

Years Worked/Tiers	Pay Factoring	Paid Out Date
0 - 2	Not eligible	N/A
3 - 5	\$475	2 <sup>nd</sup> payday in Nov
6 - 8	\$550	2 <sup>nd</sup> payday in Nov
9 - 11	\$625	2 <sup>nd</sup> payday in Nov
12 - 14	\$700	2 <sup>nd</sup> payday in Nov
15 - <del>19</del>	\$775	2 <sup>nd</sup> payday in Nov
20+	\$850	2 <sup>nd</sup> payday in Nov

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
Jim Strayton  
President Local 3032

  
Thomas L. Kruse  
Mayor

ATTACHMENT D

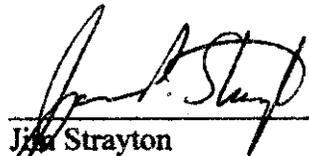
**ARTICLE 29  
LONGEVITY PAY**

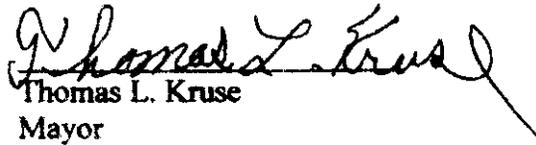
5/13/04

Employees who are in full-time employment by the City as of November 15th of each year shall be entitled to longevity pay as follows:

Years Worked/Tiers	Pay Factoring	Paid Out Date
0 - 2	Not eligible	N/A
3 - 5	\$475	2 <sup>nd</sup> payday in Nov
6 - 8	\$550	2 <sup>nd</sup> payday in Nov
9 - 11	\$625	2 <sup>nd</sup> payday in Nov
12 - 14	\$700	2 <sup>nd</sup> payday in Nov
15 - <del>19</del>	\$775	2 <sup>nd</sup> payday in Nov
20+	\$850	2 <sup>nd</sup> payday in Nov

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
Jim Strayton  
President Local 3032

  
Thomas L. Kruse  
Mayor

# ATTACHMENT E

## ARTICLE 30 INCENTIVE PAY

### SECTION 1. PARAMEDIC INCENTIVE

Employees who hold a valid Emergency Medical Technician - Paramedic Certificate shall receive at each pay period a payment of \$105 per pay period. This payment will be rolled into the applicable firefighter's overall wage package (reflected in tables contained in Article 35 of this contract) after or post the cost-of living raise (when applicable) is applied to the base salary. In addition, all new employees hired after January 1, 2004, will not be eligible for this incentive pay as it has transitioned to a requirement of the job, not an incentive issue. *stet.*

### SECTION 2. FIRE SAFETY INSPECTOR

Employees holding a valid State of Ohio Fire Safety Inspector's Certificate and permanently assigned to the duties of Fire Safety Inspector shall receive a payment at each pay period of \$105. This payment will be rolled into the applicable firefighter's overall wage package (reflected in tables contained in Article 35 of this contract) after or post the cost-of living raise (when applicable) is applied to the base salary. There will be no pyramiding of certificates for employees permanently assigned to the Fire Prevention Bureau. The Fire Prevention Bureau Lieutenant will certify no more than three (3) line firefighters holding a valid Fire Safety Inspector certificate to perform said duties on an annual basis. Such certification will be submitted to the Fire Chief for final approval. These individuals shall receive a payment of \$35 per pay for the term of this contract. These individuals shall periodically perform inspection and/or Fire Prevention Bureau activities under the general supervision of the Prevention Lieutenant. *8/2/05 5/3/04*

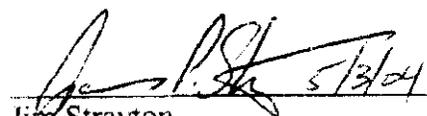
### SECTION 3. FIRE / EMS INSTRUCTOR

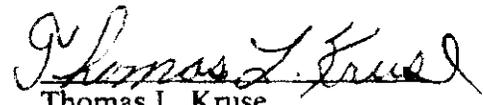
Employees holding a valid Fire and/or EMS Instructor's Certificate and assigned to the duties of instructor shall receive at each pay period a payment of \$55.

### SECTION 4. EMS AND MAINTENANCE COORDINATORS

Employees assigned by the Fire Chief to act in the position of EMS Coordinator and Maintenance Coordinator shall receive at each pay period a payment of \$45.

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
Jim Strayton  
President Local 3032 *5/3/04*

  
Thomas L. Kruse  
Mayor

**ARTICLE 31  
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 exchange 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.

**SECTION 3. OVERTIME RATE**

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 will continue to not be available as an option for Local 3032 provided the City eliminates compensatory time from the City Policy Manual for non-union members. In the event the Policy Manual is not changed by December 31, 2004, bargaining unit members shall be entitled to compensatory time as set forth in the 1998-2000 City of Marysville/Local 3032 contract.

**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 or any other similar leave will not be used in calculating overtime compensation.

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

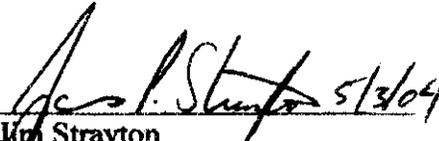
Employees called in and required to work at a time disconnected from their regularly scheduled hours of work shall be paid a minimum of (3) hours and a maximum of actual hours worked if over (3) hours. These hours will be paid at 1 ½ times the 40-hour rate on the next paycheck after the hours are worked.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

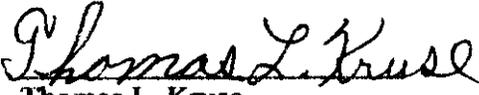
These hours are paid as they are worked, and will not be included in the computation of hours worked for overtime. Call-in time shall apply to employees called for off-duty court appearances resulting from the performance of their duties. The parties agree that there shall be no pyramiding of overtime 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.).

## **SECTION 7. OVERTIME VOLUNTARY**

In the event that a need for overtime occurs in the fire department, 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. The City agrees to maintain a log to show time of call and a response from each person called.

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
Jim Strayton  
President Local 3032

  
Thomas L. Kruse  
Mayor



ATTACHMENT G

## The City of Marysville

City Hall, 125 East 6<sup>th</sup> Street • Marysville, Ohio 43040-1641  
(937) 642-6015 • FAX (937) 642-6048 • [www.marysvilleohio.org](http://www.marysvilleohio.org)

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### MEMORANDUM

To: Firefighters of Local 3032  
From: Mayor Tom Kruse  
Re: City's Approach to Police Contract Negotiation, Regarding Compensatory Time  
Date: May 3, 2004

This memorandum assures Local 3032 that during the City's 2004 collective bargaining agreement process with City of Marysville Police Local in 2004, we intend to negotiate compensatory time out of the agreement. The City plans to take this process through to any level necessary to reach our goal. If the City does not take this issue through to reconciliation (if necessary), Local 3032 will be entitled to receive compensatory time per 1998-2000 City/Local 3032 contract provisions.

Very Truly Yours,

Thomas L. Kruse  
Mayor

**Marysville**

*Where the Grass is Greener*

# ATTACHMENT H

## ARTICLE 34 WAGES/PENSION PICKUP

### SECTION 1. WAGES

TBD=Too be determined based on the percentages detailed below.

FIREFIGHTERS		2004 WAGE TABLE				
	A (7%)	B (2%)	C (2%)	D (2%)	E (2%)	
Hourly (56)	10.73	14.22	14.86	15.47	16.36	
Hourly (40)	15.02	19.91	20.80	21.66	22.91	
Annual	\$31,245.57	\$41,413.75	\$43,271.27	\$45,067.89	\$47,656.25	

FIREFIGHTERS		2005 WAGE TABLE				
	A (8%)	B (3%)	C (3%)	D (3%)	E (3%)	
Hourly (56)	11.59	TBD	TBD	TBD	TBD	TBD
Hourly (40)	16.22	TBD	TBD	TBD	TBD	TBD
Annual	\$33,745.21	TBD	TBD	TBD	TBD	TBD

FIREFIGHTERS		2006 WAGE TABLE				
	A (8%)	B (3.5%)	C (3.5%)	D (3.5%)	E (3.5%)	
Hourly (56)	12.51	TBD	TBD	TBD	TBD	TBD
Hourly (40)	17.52	TBD	TBD	TBD	TBD	TBD
Annual	\$36,444.82	TBD	TBD	TBD	TBD	TBD

FIREFIGHTERS		2007 WAGE TABLE				
	A (2%)	B (2%)	C (2%)	D (2%)	E (2%)	
Hourly (56)	12.76	TBD	TBD	TBD	TBD	TBD
Hourly (40)	17.87	TBD	TBD	TBD	TBD	TBD
Annual	\$37,173.71	TBD	TBD	TBD	TBD	TBD

LIEUTENANTS		2004 WAGE TABLE	
	A (4.5%)	B (4.5%)	
Hourly (56)	17.41	18.30	
Hourly (40)	24.38	25.62	
Annual	\$50,714.67	\$53,295.50	

LIEUTENANTS		2005 WAGE TABLE	
	A (6.4%)	B (6.1%)	
Hourly (56)	18.53	19.41	
Hourly (40)	25.94	27.18	
Annual	\$53,960.40	\$56,546.53	

LIEUTENANTS		2006 WAGE TABLE	
	A (2%)	B (2%)	
Hourly (56)	18.90	19.81	
Hourly (40)	26.46	27.73	
Annual	\$55,039.60	\$57,677.46	

LIEUTENANTS		2007 WAGE TABLE	
	A (2%)	B (2%)	
Hourly (56)	19.28	20.20	
Hourly (40)	26.99	28.28	
Annual	\$56,140.39	\$58,831.00	

**SECTION 2. PENSION PICK-UP:** Each bargaining unit employee shall receive a total of ten percent (10%) pension pick up in years 2004 through 2007.

**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.

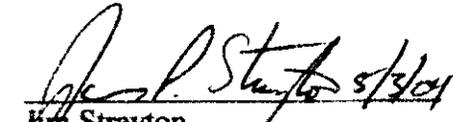
Step B: One-year anniversary to two-year (24 month) anniversary date.

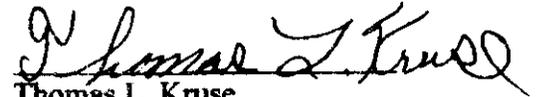
Step C: Two-year anniversary to three-year (36 month) anniversary date.

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

Step E: Four-year anniversary date.

We agreed with content of the preceding Article 19 on this day, May 3, 2004.

  
 Jim Strayton  
 President Local 3032

  
 Thomas L. Kruse  
 Mayor

NOTE: ALL CALCULATIONS SUBJECT TO VERIFICATION. 56 HOURLY RATE TO BE CHANGED TO 53 HOUR RATE.

OK, JLS 5/3/04