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10-MED-09-1358
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AGREEMENT

Between

THE CITY OF ST. MARYS

and

**ST. MARYS PROFESSIONAL
FIREFIGHTERS
IAFF, LOCAL 3633**

SERB Case No. 2010-MED-09-1358

Effective

January 1, 2011 through December 31, 2013

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(Numerical)

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PREAMBLE

This Agreement, entered into by the City of St. Marys, hereinafter referred to as the "Employer," and the St. Marys Professional Firefighters, IAFF, Local 3633, hereinafter referred to as the "Union," has as its purpose the following:

To set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Wherever used in this Agreement, the term "employee(s)" shall be deemed to include those persons employed full-time by the Employer in those classifications included in the bargaining unit hereinafter described in Article 1 (Recognition).

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all full-time employees of the City of St. Marys Fire Department employed in the classifications of Firefighter, Firefighter-Paramedic, and Captain-Paramedic.

Section 1.2. All confidential, management level, supervisory, part-time, auxiliary, and all other employees of the City shall be excluded from the bargaining unit.

Section 1.3. The parties understand and agree that the number of persons employed in each of the jobs, positions, or classifications specified in the above Section 1.1 as being in the bargaining unit, may increase or decrease during the term of this Agreement.

ARTICLE 2 DUES DEDUCTION

Section 2.1. The Employer shall be relieved from making such individual "dues" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 2.2. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Employer shall promptly notify the Union of any claim made against the Employer regarding this article and agrees to meet with the Union, upon request, to discuss the City's intent regarding such claim. The City agrees not to object to the Union intervening as a party to any suit filed under this article.

Section 2.3. The Employer shall be relieved from making such individual "dues" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) termination by the employee from the union in accordance with Section 2.5 of this article.

Section 2.4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 2.5. Authorization for dues deduction shall only be revocable during the thirty (30) day period immediately preceding the expiration date of this Agreement. Any employee desiring to terminate an authorization for dues deduction must notify the Employer and the Union during this thirty (30) day period. All authorizations for dues deductions not terminated during this period will remain effective for the following contract.

Section 2.6. The parties agree that neither an employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made by deducting the proper amount.

Section 2.7. The rate at which dues are to be deducted shall be certified to the Auditor by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Auditor prior to making any changes in an employee's dues deductions.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. The Union recognizes the right and authority of the Employer through the Director of Public Service and Safety, the Fire Chief, and/or their designee(s) to administer the business of the Fire Department. In addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer, through the Director of Public Service and Safety, the Fire Chief, and/or their designee(s), has and will retain the full right and responsibility to direct the operations of the Fire Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. To manage, direct, and supervise its employees, including the right to select, hire, schedule, promote, transfer, assign, evaluate, retain, lay off, and recall, and to reprimand, demote, suspend, discharge, or discipline for just cause;
- B. To manage and determine the location, type, and number of its physical facilities, equipment, programs, and the work to be performed;
- C. To promulgate and enforce employment rules and regulations, and to otherwise exercise the prerogative of management;
- D. To determine the City's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force and the City's organizational structure, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs, positions, or classifications, and to determine staffing patterns, including, but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To determine when a job vacancy exists, when, or if, a vacancy is to be filled, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount thereof required;
- H. To maintain the security of records and other pertinent information;
- I. To determine the City's overall budget and uses thereof;
- J. To maintain and improve the efficiency and effectiveness of the City's operations;
- K. To determine and implement necessary actions in emergency situations;
- L. To determine the overall mission of the Employer as a unit of government, and to take action to carry out the Employer's mission as a governmental unit.

Section 3.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein, and as permitted by law, shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy.

ARTICLE 4
NONDISCRIMINATION

Section 4.1. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate against, interfere with, restrain, or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 4.3. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union. The Union shall not discriminate against, interfere with, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4.4. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, or military status of any person.

ARTICLE 5
APPLICABILITY OF CIVIL SERVICE

Section 5.1. The City of St. Marys Civil Service Commission shall retain jurisdiction regarding the conduct and grading of non-promotional civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and original (non-promotional) appointments from the eligible lists. An independent testing agency or organization shall conduct and grade promotional examinations which shall be conducted in accordance with Article 16 herein. All other matters relative to bargaining unit employees previously under the jurisdiction of the Civil Service Commission shall be controlled exclusively by the terms of this Agreement. This Agreement shall supersede and replace all pertinent statutes, resolutions, ordinances, rules, and regulations which it has authority to supersede or replace including O.R.C. Sections 124.01 through 124.56 and the Rules and Regulations of the Civil Service Commission of the City of St. Marys, except as otherwise specified in this section.

Section 5.2. The parties further agree that those subjects specifically addressed throughout this Agreement shall be appealable only through the Grievance Procedure contained in this Agreement, and shall not be appealable to the City of St. Marys Civil Service Commission.

Section 5.3. Laws pertaining to civil rights, affirmative action, unemployment compensation, Workers' Compensation, the retirement of public employees, and residency requirements shall

prevail over any conflicting provisions in this Agreement. Where this Agreement is silent or the parties have not otherwise waived the provision, applicable law shall prevail.

Section 5.4. The parties hereby declare that it is their intent to specifically waive the applicability of O.R.C. Section 737.12 and Section 4111.03 of the Ohio Revised Code and any other sections of the Ohio Revised Code or City Ordinance in conflict with the provisions herein. Probationary employees, who are disciplined or terminated at anytime during their probationary period, shall have no right to appeal to the St. Marys Civil Service Commission or the grievance procedure, contained herein.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. The term “grievance” shall mean an allegation by an employee that there has been a breach, misinterpretation, or improper application of a specific and express written provision, or provisions, of this Agreement. This Grievance Procedure shall not be used to effect changes in the provisions of this Agreement, nor shall it apply to matters or subjects not covered by this Agreement.

Section 6.2. Grievances must be processed at the proper step in order to be considered at subsequent steps. However, any grievance not answered by the responding party within the prescribed time limits may be advanced by the grievant to the next step in the grievance procedure. Failure of the responding party to answer a grievance within the prescribed time limits shall not be considered approval of the grievance or the granting of the relief sought. All time limits provided herein shall be strictly adhered to, and any grievance not filed initially or appealed within the prescribed time limits will be deemed waived and void. Any grievance may be withdrawn at any point by submitting a statement to that effect in writing or by permitting the time limits to lapse as provided above.

Section 6.3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer and having said matter informally adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement. If any grievance is so adjusted without formal determination, such adjustment shall be binding upon the parties with respect only to those parties and only to the specific matter so adjusted, but such adjustment shall not create a precedent or ruling binding upon either party in regard to other or future proceedings or grievances.

Section 6.4. The parties mutually desire to provide for the prompt adjustment of grievances, with a minimum amount of interruption of the Employer’s operations and services. Every responsible effort shall be made by the parties to effect resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. An employee shall attempt to resolve any grievance with the Fire Chief before proceeding to subsequent steps of the grievance procedure. A grievance must be presented, in writing, to the Fire Chief within twenty (20) calendar days after the occurrence of the facts giving rise to the grievance or twenty (20) calendar days after the employee should

reasonably have discovered such facts, but in no case later than thirty (30) calendar days after the occurrence of the incident giving rise to the grievance. The employee may be accompanied by an authorized Union Representative. The Fire Chief shall reply in writing within five (5) working days after the grievance has been presented. If the employee does not invoke Step 2 of this procedure within five (5) working days after the Fire Chief's reply at Step 1, said grievance shall be considered satisfactorily resolved.

Step 2. If the grievance is not resolved at Step 1, the employee may refer the grievance, in writing with the reply from the previous step and an explanation of why such reply was unacceptable, to the Director of Public Service and Safety within five (5) working days after the Step 1 reply. The Director of Public Service and Safety, or designee, shall have five (5) working days in which to schedule a meeting with the grieved employee and the employee's appropriate Union Representative. The Director or designee, shall investigate and respond to the grievant and appropriate Union Representative within five (5) working days following the meeting.

Step 3. The written response from the Director of Public Service and Safety, or designee, shall be final, conclusive, and binding on all parties, unless the Union, within ten (10) working days of the Director of Public Service and Safety's answer, notifies the Employer, in writing, that the grievance is to be submitted to arbitration.

The following procedures shall apply for selecting an Arbitrator and for conducting the arbitration hearing:

- A. The Arbitrator shall be chosen by mutual agreement of the parties. If no agreement is reached, either party may request the American Arbitration Association (AAA) to provide a panel of fifteen (15) Arbitrators from Ohio who are members of the National Academy of Arbitrators. The parties shall select an arbitrator in accordance with the rules and regulations of the AAA.
- B. Each party shall have the option to completely reject the list of names provided by the AAA and request another list, but neither party may reject the entire list more than twice in regard to a particular grievance.
- C. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The Arbitrator shall hold the arbitration hearing promptly and issue a decision within 30 days following conclusion of the hearing or submission of post hearing briefs.
- D. The Arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement nor add to,

subtract from, or modify the language herein in arriving at a determination on any issue presented that is properly within the limitations expressed herein.

- E. The Arbitrator shall be expressly confined to ruling on the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
- F. The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices.
- G. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was filed.
- H. The question of arbitrability of a grievance may be raised by either party prior to the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.
- I. Decisions of the Arbitrator will be final, conclusive, and binding upon the Union, the employees, and the Employer.
- J. All costs involved in obtaining the list of Arbitrators shall be borne by the party requesting arbitration. In the event a list is rejected, the party rejecting the list shall pay the cost for the next list.

All costs directly related to the services of the Arbitrator shall be paid by the losing party. The expenses of any witness shall be borne, if any, by the party calling the witness. Each party shall pay its own expenses incurred with respect to preparation and presentation of its case to the Arbitrator. The fees of the court reporter shall be paid by the party asking for one, but the fee will be shared equally if both parties desire a court reporter's recording, or request a copy of any transcripts.

- K. Any request for arbitration which is not actively pursued for a period of thirty (30) days or more, without a mutual agreement by the parties to extend such period, shall be considered resolved based on the Employer's last answer.

Section 6.5. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6.6. For purposes of this article, in counting workdays at each step of the grievance procedure, the parties agree to count the business days of the Employer as workdays, and further agree not to use the Fire Department's schedule to define workdays.

Section 6.7. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. The location where the grievance occurred;
7. The names of all persons, in addition to the grievant, having knowledge of the incident or occurrence giving rise to the grievance;
8. A description of the incident giving rise to the grievance;
9. Specific articles and sections of the Agreement allegedly violated;
10. Desired remedy to resolve the grievance.

Any grievance which does not contain the above information will be returned to the employee for proper completion.

Section 6.8. This grievance procedure shall be the sole and exclusive method by which all matters within the scope of this Agreement shall be settled or adjudicated.

ARTICLE 7

LABOR-MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor-management relations, a meeting shall be scheduled within ten (10) workdays after one party gives notice to the other party of its desire to have a labor-management meeting. The Employer and/or its designee(s) shall meet with not more than four (4) representatives of the Union to discuss pending problems, exchange information, and to promote improved labor-management relations. The Union shall designate four (4) representatives from the Fire Department.

Section 7.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be discussed in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss safety matters relating to employees;
- G. Review overtime requirements of the Department and discuss ways in which to reduce the costs involved in overtime. Through a cooperative effort, both parties agree to work towards the reduction of overtime where feasible.

Section 7.3. Employee/Union representatives attending labor-management meetings which are held during the employees' regular working hours shall not suffer loss in their regular pay while attending such meetings.

Section 7.4. Labor-management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 8

NO STRIKE/NO LOCKOUT

Section 8.1. It is agreed that the services performed by the employees covered under this Agreement are essential to the public health, safety, and welfare and that a work stoppage of any kind would create a clear and present danger to the health, safety, and welfare of the public. Therefore, understanding that this Agreement provides machinery for the orderly resolution of grievances, the parties agree that the Union or its members shall not, for any reason, authorize, cause, support, engage in, sanction, participate in, or assist in any sick call, boycott, work stoppage, walkout, slowdown, strike, sympathy strike, or any other concerted activity, which would interrupt the Employer's operations or services during the term of this Agreement or any extensions thereof.

Section 8.2. In addition to any other remedies available to the Employer, any employee(s) who individually or collectively violate Section 8.1 of this article shall be subject to discipline, including discharge. Disciplinary action or discharge resulting from the application of the provisions of this article shall be subject to the Grievance Procedure contained in this Agreement and shall not be

otherwise appealable. However, only the question of whether the disciplined employee did, in fact, violate the provisions of this article shall be subject to such grievance procedure, and the nature of the disciplinary action shall not be altered, reduced, or modified, except upon a finding that the employee did not, in fact, violate the provisions of this article.

Section 8.3. In the event of any violation of Section 8.1 of this article, the Union representatives, upon being notified thereof, shall promptly undertake to make every reasonable effort to prevent or stop such unauthorized acts and to induce such employees to return to their jobs and to resume their usual work duties. In the event of a violation, the Union shall immediately order, both orally and by telegram or letter signed by the ranking Union officer with a copy directed to the Employer, all employees covered by this Agreement to return to work, notwithstanding the existence of a picket line, and instruct all such employees that their conduct is in violation of the Agreement. The Union shall notify employees they may be disciplined, up to and including discharge, and that the Union directs and orders all such employees to return to work.

Section 8.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike or other cessation of work.

Section 8.5. The Employer agrees that neither it nor its designee(s), individually or collectively, will authorize, instigate, cause, sanction, aid, or condone any lockout of Employees, unless those employees have violated Section 8.1 of this article.

ARTICLE 9 **SEVERABILITY**

Section 9.1. If a court of competent jurisdiction declares any provisions of this Agreement to be unenforceable or if any provision of this Agreement is or hereafter becomes unlawful by operation of law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 9.2. The parties agree that should any provisions of this Agreement be found to be, or become contrary to law, then, upon written request made by either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time for the purpose of discussing alternative language to replace the invalid provision.

ARTICLE 10 **WAIVER IN CASE OF EMERGENCY**

Section 10.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor, the Federal or State Legislature, or the Director of Public Service and Safety, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances;
- B. Work rules and/or agreements and practices relating to the assignment of employees.

Section 10.2. If valid grievances exist, they shall be processed upon the termination of the emergency in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed prior to the emergency.

ARTICLE 11 **DISCIPLINE**

Section 11.1. Nonprobationary employees shall not be disciplined except for just cause.

Section 11.2. Probationary employees shall be subject to disciplinary action, up to and including termination of employment, at the sole discretion of the Employer and shall have no appeal regarding such disciplinary action.

Section 11.3. Whenever the Employer determines a nonprobationary employee may have committed an offense which could result in a suspension, demotion, or termination of employment, the Employer shall notify the employee in writing of the charges not less than forty-eight (48) hours in advance of the predisciplinary hearing.

At the predisciplinary hearing, the employee shall have an opportunity to respond to the charges and may be accompanied by a Union representative.

Following the conclusion of the predisciplinary hearing, the Employer will determine what discipline, if any, is warranted and notify the employee.

Section 11.4. Nonprobationary employees may appeal the disciplinary action through the grievance procedures contained in this Agreement but shall have no appeal under civil service law.

ARTICLE 12 **PROBATION PERIODS**

Section 12.1. Every newly-hired employee who is hired to fill a position within the bargaining unit shall be required to successfully complete a probationary period. The new-hire probationary period shall commence on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly-hired probationary employee may be discharged, at and within the Employer's sole discretion, at any time during the employee's probationary period and such discharge shall not be appealable under the grievance procedure contained herein nor to the Civil Service Commission.

Section 12.2. Newly-hired probationary employees shall accrue no seniority until they have successfully completed their one (1) year probationary period. However, upon successful completion of such probationary period, the employee's seniority shall be computed as commencing upon the employee's most recent date of employment with the Employer.

Section 12.3. Newly-hired probationary employees shall not be eligible for promotion to any other position within the bargaining unit until they have successfully completed their probationary periods.

Section 12.4. A newly-promoted employee will be required to successfully complete a probationary period in the 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 270 consecutive calendar days. A newly-promoted employee who evidences unsatisfactory performance or who requests to return, may be returned to the position formerly held. The Employer may return employees who evidence unsatisfactory performance any time during the probationary period. Employees may request to return during the probationary period unless the employee waives, in writing, the right to request to return to the position formerly held.

ARTICLE 13 **SENIORITY**

Section 13.1. Seniority shall be determined by an employee's uninterrupted length of continuous full-time employment with the City of St. Marys Fire Department commencing with the employee's most recent date of hire by the Employer. Seniority shall not include any part of an employee's prior employment with the Employer or any other public employer or governmental agency.

Section 13.2. If continuous employment is broken, an employee loses all previously accumulated seniority. However, an approved leave of absence or retirement shall not constitute a break in continuous employment, provided the employee follows the proper procedure for obtaining the leave and returns to active employment immediately following expiration of the approved leave or, in the case of retirement, returns to active service within ninety (90) days.

The following situations, as described above, shall not constitute a break in continuous service:

- A. Approved leave of absence;
- B. A layoff of two (2) years or less.

The following situations shall constitute a break in continuous service for which seniority is lost:

- A. Discharge;
- B. Retirement;
- C. Layoff for more than two (2) years;

- D. Failure to return to work within 20 calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; or
- F. Resignation.

Section 13.3. Seniority applies only where that specific term is used and shall not be confused with “years of service” or “years of employment” used to calculate vacation entitlement, etc.

Section 13.4. Employees, whose employment with the City of St. Marys Fire Department commences upon the same date, shall have their seniority ranking determined by their Social Security number with the higher number being considered the more senior.

Section 13.5. The Employer shall post a seniority list on the Employer’s bulletin board not later than January 15th of each year. The Employer shall update such seniority lists within a reasonable period of time when personnel changes occur. One (1) copy of any such posted seniority list shall be furnished to the Union.

ARTICLE 14

LAYOFF AND RECALL

Section 14.1. The Employer shall determine when and in which classifications layoffs will occur. The Employer will provide a thirty (30) day notification to those employees affected.

Section 14.2. In the Fire Department, employees will be laid off within each classification in accordance with their seniority.

Section 14.3. If an employee is laid off, the employee may displace the least senior employee in the Fire Department, in a lower paying job classification. Each laid off employee shall have three (3) working days from the date of the layoff or displacement notice to exercise the employee’s right to displace another employee in accordance with this section.

Section 14.4. All newly-hired probationary employees within the Fire Department will be laid off before any permanent full-time employees are laid off.

Section 14.5. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled with the most senior employee being recalled first to the available opening.

Section 14.6. Notice of recall shall be sent to the employee by registered mail, return receipt requested, and such notice shall be directed to the last mailing address provided by the employee. The Employer shall provide the Union with copies of all such recall notices.

Section 14.7. A recalled employee shall have twenty (20) calendar days following the date of mailing of the recall notice to notify the Employer and return to work, unless a later date for returning to work is specified in the notice. An employee failing to return to work during such twenty (20) calendar day period shall be considered to have resigned.

Section 14.8. An employee recalled from layoff shall retain seniority as if the employee had no break in continuous service.

ARTICLE 15 **REINSTATEMENT**

Section 15.1. Employees who voluntarily resign their position with the City in good standing may, at the discretion of the Employer, be reinstated to their former position within the period identified by the St. Marys Civil Service Rules and Regulations following such resignation.

Section 15.2. Any employee reinstated in accordance with this article shall retain seniority and shall be assigned to the appropriate pay rate as if the employee had no break in continuous service.

ARTICLE 16 **VACANCIES AND PROMOTIONS**

Section 16.1. The parties agree that all promotions to positions above the rank of Firefighter-Paramedic shall be filled in accordance with this article, which shall supersede and replace the provisions of O.R.C. 124.45 through 124.49 and the related provisions of the St. Marys Civil Service Commission Rules and Regulations.

Section 16.2. All promotional eligibility lists shall be valid for one (1) year from certification. Any such list may be extended at the end of the first year for an additional year at the discretion of the Director of Public Service and Safety. Whenever the Employer determines that a vacancy exists in the rank of Captain-Paramedic, which the Employer desires to fill on a permanent basis, a notice of such vacancy shall be posted for ten (10) calendar days, if no valid promotional eligibility list exists for the position.

An independent testing agency or organization shall determine the date, time, location, study materials, and study period for the promotional selection process. Such study materials shall be made available to the employees not less than thirty (30) days prior to the examination.

Section 16.3. The applicant must be currently employed by the City of St. Marys Fire Department on the date the Employer receives the application and on the date the appointment to the position is made. The employee must be legally qualified by the State of Ohio to serve as a Firefighter and Paramedic on the effective date of the promotion.

Department employees in the next lower rank who have completed a minimum of five (5) years of service with the City of St. Marys Fire Department shall be eligible to apply for the vacant position. Employees wishing to apply for the vacant position shall submit a written application to the Employer during the posting period specified in Section 16.2 above. If there are insufficient applicants for a competitive examination in the next lower rank who have completed five (5) years of service, the Employer shall accept applications from employees in the next lower rank with less than five (5) years of service. In no case shall employees be eligible for promotion until completing their original probationary period and obtaining Firefighter and Paramedic certifications.

The Employer shall not be obligated to consider any application submitted after the posting period expires or which does not indicate that the applicant possesses the minimum qualifications to perform the duties of the vacant position.

Section 16.4. The following process shall be utilized for promoting employees to positions above the rank of Firefighter-Paramedic:

- A. A written, work-related, examination shall be prepared by an independent testing agency, organization, or individual selected by the Employer, experienced in the preparation of written examinations for promotions within a fire department which also provides emergency medical services.
 - 1. The maximum attainable score for the written examination shall be 100 points.
 - 2. The written examination shall be administered by the independent testing agency or organization.
 - 3. The written examination shall be graded by the independent testing agency or organization.
 - 4. The written examination shall be weighted at thirty-five percent (35%) of the total weight of the promotional determination process.
- B. Applicants' performance evaluations for the two (2) years or four (4) previous performance evaluations as described in number 2 below preceding application for the promotion shall be reviewed.
 - 1. Performance evaluations of each applicant shall have a maximum attainable score of 100 points.
 - 2. The performance evaluations of each applicant shall be reviewed by the independent testing agency or organization who shall calculate each applicant's mean score for all evaluations occurring in the preceding two (2) years unless the employee has been on an extended leave, including but not limited to sick leave, military leave, etc. If the employee has been on an extended leave, the mean score shall be calculated using the applicant's four (4) previous evaluations.

3. The weight given to the mean score for the performance evaluation shall be fifteen percent (15%) of the total weight of the promotional determination process.
 4. Any applicant who has received two (2) unsatisfactory evaluations during the previous two (2) years, or out of the previous four (4) performance evaluations, as described above, shall not be eligible for promotion and shall therefore not qualify for testing under the procedures outlined herein.
- C. Each applicant shall be interviewed by an independent panel experienced in evaluating firefighting and EMT-P personnel for promotion to higher ranks. The panel shall be selected and paid by the Employer.
1. The panel shall conduct a structured interview of each applicant asking each one a set of previously prepared job-related questions.
 2. Each applicant may be required to participate in assessment exercises.
 3. The structured interview questions and each exercise used in the promotional determination process shall be scored in a manner which creates a maximum attainable score of 100 points.
 4. The weight given to this portion shall be forty percent (40%) of the total weight of the promotional determination process.
 5. The panel shall determine a consensus score for each applicant and generate a strengths/weaknesses report based on the panel's assessment of each applicant. The panel shall provide a copy of their findings to the independent testing agency or organization.
- D. The independent testing agency or organization shall review each applicant's work record on file in the Personnel Office and compile a list of all verbal warnings, written reprimands, and disciplinary suspensions still in force and effect per Section 22.4 or special commendations occurring during the three (3) year period preceding the applicant's submission of the application for promotion.
1. The applicant's total aggregate score shall be increased or decreased by the following point scores based on the applicant's work record:
 - a. Each verbal warning = (-1)
 - b. Each written reprimand = (-2)
 - c. Each disciplinary suspension = (-5)
 - d. Each written commendation recommended by the Fire Chief and approved by the Director of Public Service and Safety, Mayor, and City Council = (+2)

- E. The independent testing agency or organization shall review each applicant's seniority as a full-time Firefighter in the City of St. Marys Fire Department and calculate the total seniority for each applicant.
1. Seniority shall be calculated based on total years and full calendar months of service completed as of the date on which the posting period for the promotion expired. Months of service shall be expressed as a fraction of a year (e.g., 3 years and 3 months service = 3.25 years; 3 years and 6 months service = 3.5 years).
 2. Each applicant shall receive four (4) points for each completed year of service or fraction thereof (e.g., 5.5 years x 4 = 22 total points).
 3. The weight for this portion shall be ten percent (10%) of the total weight of the promotional process.
- F. The independent testing agency or organization shall compile the aggregate score for each applicant taking into account the weights assigned each criteria. Each applicant who completes the promotional determination process shall be provided a copy of their score in each category and their final aggregate score.

Section 16.5. The Director of Public Service and Safety shall select the employee who scores the highest in the promotional determination process described in Section 16.4 above.

Section 16.6. An employee who is promoted to a position outside the bargaining unit shall serve a probationary period in accordance with applicable law or regulations covering such position.

In the event the Employer finds the employee is unsuited for the position during the probationary period, the Employer may return the employee to the employee's former rank within the bargaining unit. Any employee returning to the bargaining unit in this manner shall not suffer any loss of seniority as a result of the employee's attempt to be promoted to the position.

ARTICLE 17

PARAMEDIC REQUIREMENTS AND FIRE TRAINING

Section 17.1. All employees of the City of St. Marys Fire Department covered by this Agreement who currently hold a State of Ohio Paramedic certification shall be required to maintain such certification for the life of this Agreement. Failure to do so shall result in the removal of the employee. Upon recommendation by the Fire Chief, the Director of Public Service and Safety for the City of St. Marys may grant an extension for the Paramedic certification or recertification.

Section 17.2. Any person hired in the Fire Department shall be required to pass the State Basic Fire Training Course and shall also obtain State of Ohio EMT-B certification within one (1) year. Such newly-hired employees shall be permitted twelve (12) months following completion of the Paramedic School to obtain State of Ohio Paramedic certification. Any employee failing to complete

Paramedic School who has not been granted an extension in writing by the Fire Chief and the Director of Public Service and Safety, or who fails to obtain Paramedic certification as outlined above, shall be terminated from employment with the City. Cost of EMT-B certification and Paramedic School shall be borne by the City subject to the repayment requirements contained in Article 18, herein. The costs shall include textbooks, transportation, approved incidental expenses, and tuition which includes the cost of the initial exam for Paramedic certification. Any employee who fails to obtain State of Ohio Paramedic certification after taking the initial exam shall be responsible for all costs incurred for any subsequent exams or refresher courses required, including transportation and any incidental expenses. Prior approval of all initial training shall be obtained from the Fire Chief and the City retains the right to choose the location of the training, the time and schedule, and the means of transportation used.

Section 17.3. The City agrees to pay up to eighty (80) hours overtime in a three (3) year period with no more than forty-eight (48) hours in any one year, if required, for the time involved in training necessary for Paramedic continuing education requirements and up to 20 hours overtime in a three (3) year period to attend approved fire training. Such overtime shall be calculated based on a fifty-three (53) hour workweek. Prior approval for such training shall be obtained from the Fire Chief; and the City retains the right to choose the location of the training, the time and schedule, and the means of transportation used.

Section 17.4. The City agrees to pay up to thirty-six (36) hours of overtime, if required, during a three (3) year period in order to meet EMT Basic and Intermediate continuing education requirements to employees who have not obtained their Paramedic certification. The employee will only be paid for the actual overtime hours required to complete EMT training. The hours provided in this section shall not be pyramided in addition to the hours provided in Section 17.3. Overtime payment shall be calculated based on a fifty-three (53) hour workweek. The time, attendance requirement, and location of the training shall be at the approval of the Fire Chief.

Section 17.5. The City agrees to pay up to sixteen (16) hours of overtime, if required, during a two (2) year period for ACLS refresher courses. The employee will only be paid for the actual overtime hours required to complete the ACLS training. Such overtime payment shall be calculated based on a fifty-three (53) hour workweek rate. The time, attendance requirement, and location of the training shall be at the approval of the Fire Chief.

Section 17.6. Cost of the required 280 hour Basic Fire Training Course, which must be completed by a new Firefighter within one (1) year after the date of hire, shall be borne by the City subject to the repayment requirements contained in Article 18 herein. The costs shall include tuition, travel, textbooks, meals, and lodging. The employee shall be paid the regular weekly wage while attending the course which shall include time involved in travel and study hours.

Section 17.7. The Fire Chief may assign up to three (3) Fire Department employees that shall be required to obtain instructor certification for CPR and First Aid and shall be required to maintain these certifications. The City agrees to pay the assigned employees overtime at the fifty-three (53) hourly rate, if applicable in accordance with Article 35, Hours of Work and Overtime. If a non-assigned employee who is a certified instructor is required by the Fire Chief to conduct CPR and

First Aid training, the City agrees to pay any applicable recertification costs for the calendar year in which the duties occur.

ARTICLE 18
REPAYMENT OF FIREFIGHTER-PARAMEDIC TRAINING EXPENSE

Section 18.1. The parties acknowledge and agree that the Employer incurs substantial expenses in the process of training individuals to become qualified and commissioned Firefighters or Firefighter-Paramedics.

Section 18.2. The parties further agree that the Employer may rightfully expect that such training expenses will be recaptured by the Employer as a result of service by the employees after completion of such training. The Employer would suffer substantial detriment and irreparable damage in the event any one of the employees accepts employment with another employer or otherwise severs employment with the City of St. Marys during the twenty-four (24) month period immediately following the completion of all required training.

Section 18.3. Therefore, the parties hereby recognize and agree that bargaining unit employees shall be bound by all terms and conditions of the "Binding Contract For Reimbursement of Hiring and Training Expenses" as set forth in Appendix A of this Agreement.

ARTICLE 19
SAFETY

Section 19.1. The parties agree to promote the safety of employees and to cooperate in an effort to prevent injuries.

Section 19.2. The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules within the Fire Department. Violation of the Employer's safety rules shall subject the offending employee to disciplinary action, up to and including discharge.

Section 19.3. It shall be the responsibility of all employees to report all unsafe conditions and any on-the-job injuries or accidents to the Employer in writing within 24 hours of the event.

Section 19.4. Operation of any City vehicle may require an annual driving record check. If required, employees shall sign a release authorizing the City's insurance carrier to obtain such records, using the agreed upon release form.

ARTICLE 20
DRUG/ALCOHOL TESTING

Section 20.1. Drug/alcohol testing may be conducted on employees (pre-hire, pre-promotional, post-accident, reasonable suspicion, periodic, or random).

Section 20.2. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 20.3. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result as defined in the City's CDL Drug and Alcohol Testing Policy shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 20.4. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. If the employee wants a copy of the certified testing results, the employee must sign a release for disclosure. A representative of the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline, up to and including discharge.

Section 20.5.

- A. If a drug screening test is positive, the employee may, upon written request to the Employer, have the split sample retested by another DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the split sample test contradicts the results of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the City will pay for the split sample test.

Section 20.6. In all cases of drug and alcohol abuse, the Employer will give strong consideration to the use of rehabilitation in conjunction with discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.

If an employee is not terminated for just cause, as stated above, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above may be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits should it be necessary for the employee to be placed on a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 20.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during retesting within one (1) year after returning to work from such a program, the employee shall be subject to disciplinary action, including termination of employment.

Section 20.8. Costs of all initial drug screening tests and any split sample tests shall be borne by the Employer. The employee will pay for any split sample test that is positive and that was requested by the employee and any return-to-duty or follow-up testing required in accordance with Sections 20.6 or 20.9 herein.

Section 20.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 20.10. The provisions of this article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

ARTICLE 21

IMPLEMENTING WORK RULES, POLICIES, PROCEDURES,

AND OTHER PERSONNEL CHANGES

Section 21.1. The Union recognizes that the Employer or designee has the right to promulgate work rules, policies, procedures, directives, and job descriptions, and to regulate the personal conduct of employees and the conduct of the Employer's operations, services, programs, and business.

Section 21.2. Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures or other changes that materially affect the wages, number

of hours worked, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Union at least seven (7) calendar days in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement the proposed change, but the Union may exercise its negotiating rights regarding that matter in the normal course of bargaining as provided in Article 49, Duration, for any applicable succeeding Agreement. The Employer recognizes that no rules, regulations, policies, or procedures shall be established that are in violation of any express terms of this Agreement unless mutually agreed.

Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117, or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the seven (7) day notice or to bargain over it; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights.

Section 21.3. Newly written work rules, regulations, policies, procedures, job descriptions, or standard operating procedures applicable to bargaining unit employees will be posted or otherwise communicated to the affected employees in advance, provided the parties recognize that certain situations, for example, emergency circumstances or state or federal directive or regulations, may require the Employer to implement a change immediately.

ARTICLE 22 **PERSONNEL FILES**

Section 22.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal business hours, upon reasonable advance written notice. The Employer shall not be required to pay an employee or to lose that employee's services as a result of such examinations and all such examinations shall be conducted in the presence of the Employer's designated representative.

Section 22.2. Employees will be provided with a copy of any materials contained in their personnel file upon written request and their agreement to bear the cost of duplication.

Section 22.3. If an employee, upon examining the personnel file disputes the accuracy of any document to which the employee has access, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall delete, if permitted by law, or correct any information that is found to be inaccurate. If, after such determination, the employee is not satisfied, the employee may write a brief statement of position on the disputed information, and such statement shall be attached to the document.

Section 22.4. Records of disciplinary actions placed in an employee's personnel file shall cease to have force and effect in any future disciplinary proceedings after a period of twenty-four (24) months, provided the employee receives no additional notice of disciplinary action during the twenty-four (24) month period, except for suspensions, which will remain in effect for a period of thirty-six (36) months, provided the employee receives no notice of disciplinary action during the thirty-six (36) month period. Notwithstanding the above listed disciplinary timelines, the employee and the Employer may agree to a longer period for discipline to have full force and effect.

ARTICLE 23 **HEADINGS**

Section 23.1. The parties agree that the use of headings before articles and sections herein is for convenience and reference only.

Section 23.2. The parties also agree that no heading contained herein shall be used or considered for the purpose of interpreting any article or section contained in this Agreement, nor shall any heading in any way affect the interpretation or application of any such article or section.

ARTICLE 24 **COPYING AND SUPPLYING AGREEMENT**

Section 24.1. Each employee shall be provided a copy of the Agreement.

Section 24.2. All costs associated with the copying of this Agreement shall be borne by the Employer, except the labor to copy and assemble shall be provided by the Union during off-duty time. Fifteen (15) copies shall be promptly produced within five (5) calendar days following the signing of the Agreement by all parties.

The Employer shall provide the union a disc or CD copy of the Agreement in Word format within five (5) calendar days following the signing of the Agreement and file an original signed copy with the State Employment Relations Board.

ARTICLE 25 **HOLIDAYS/PERSONAL LEAVE**

Section 25.1. Except as otherwise provided herein, all full-time permanent employees shall be compensated for the following recognized holidays:

New Year's Day	January 1
President's Day	3 rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

Section 25.2. Only those employees who work or are on approved leave, with pay, on their last scheduled workday immediately preceding a holiday observance and on their next scheduled workday immediately following a holiday observance shall be entitled to receive the holiday pay as referred to in this Article.

Section 25.3. Employees not scheduled or required to work on the recognized holiday shall receive an amount equal to one-sixth (1/6) of the employee's regular weekly earnings in addition to the employee's normal weekly pay.

Section 25.4. Employees scheduled and required to work on a recognized holiday shall receive an amount equal to one-fourth (1/4) of the employee's regular weekly earnings (1 1/2 times 1/6 = 1/4) in addition to the employee's normal weekly pay. An employee who is scheduled to work on a holiday but is absent, shall not be eligible for holiday pay as provided in Section 25.4 herein. The absent employee may apply for sick leave in accordance with Article 27 of this Agreement.

Section 25.5. An employee not scheduled to work on a holiday but called in to cover a twenty-four (24) hour shift shall receive holiday pay as provided in Section 25.3 above and shall have all hours worked counted for purposes of calculating the employee's entitlement to overtime during the applicable work period.

Section 25.6. For an employee to receive the holiday pay listed in Section 25.4, the employee must work eight (8) hours of the calendar day, during the daytime hours, 0600 to 1800 hours.

Section 25.7. The holiday pay referred to in Sections 25.3 and 25.4 above shall not be included in calculating an employee's overtime rate of pay for FLSA purposes, but the hours worked on a holiday shall be counted for purposes of calculating an employee's entitlement to overtime during the applicable work period.

Section 25.8. Each bargaining unit employee shall be entitled to eight (8) hours of paid personal leave during each calendar year beginning the second calendar year which they are employed by the City. Personal leave may be scheduled with the advance approval of the Employer. Up to eight (8) hours of personal leave may be used in minimum blocks of two (2) hours. Personal leave shall not be carried over from one calendar year to the next and shall be forfeited if not used.

ARTICLE 26
VACATION

Section 26.1. After one (1) continuous year of employment with the Employer, each permanent, full-time employee shall be entitled to the following vacation leave, with pay, based upon length of continuous employment and the number of non-overtime hours in active pay status.

<u>Length of Service</u>	<u>Maximum Annual Vacation Accrual</u>
Less than one (1) year	None, but accrual begins at rate of 0.0385 for each non-overtime hour in active pay status.
One (1) year, but less than five (5) years. Rate .0385 per hour.	106 hours
Five (5) years, but less than ten (10) years. Rate .0577 per hour.	159 hours
Ten (10) years, but less than fifteen (15) years. Rate .0654 per hour.	180 hours
Fifteen (15) years, but less than twenty (20) years. Rate .0769 per hour.	212 hours
Twenty (20) years or more. Rate .0846 per hour.	233 hours

Vacation hours shall be accrued during the current anniversary year and normally utilized during the next anniversary year. Vacation hours accrued during the first year of employment will be credited to the employee's available vacation balance in the first pay period following the employee's completion of one (1) year of employment and accrued weekly thereafter at the rates specified above.

Upon completion of five (5), ten (10), fifteen (15), and twenty (20) years of service, the additional vacation to which the employee is entitled to in accordance with the above maximum annual vacation accrual, will be credited to the employee's available vacation balance.

Section 26.2. No employee will be entitled to paid vacation leave, nor payment for accumulated vacation leave, under any circumstances until the employee has completed one (1) continuous year of employment with the Employer. The vacation period of each employee shall begin on the first anniversary date of the employee's employment.

Section 26.3. Employees will be entitled to vacation service credit, as stated in O.R.C. 9.44, provided the interruption of their term of public employment has not, for whatever reason, exceeded one (1) year.

An employee suffering an illness or injury shall be required to use accumulated, but unused, paid vacation leave upon exhaustion of the employee's sick leave benefits, provided the illness or injury is such that it would have warranted authorized sick leave and/or Family and Medical Leave.

Section 26.4. In the case of retirement, resignation, death, or permanent disability retirement, vacation leave credit will be prorated based upon the date of the employee's death or the date of the employee's separation from employment with the Employer. In no event shall any employee who is discharged for cause receive payment for any accrued vacation leave credit or prorated portion thereof upon separation from employment. A discharge for cause shall constitute an automatic and irrevocable forfeiture of all accrued vacation leave credit. To be eligible for payment of prorated vacation leave credit upon separation from employment, an employee, who is qualified for such payment as provided in this section, must submit an irrevocable written resignation to the Director of Public Service and Safety not less than fourteen (14) calendar days prior to the employee's date of separation from employment. The City agrees to continue the current practice of allowing employees to utilize vacation as it accrues. However, failure to provide the City with fourteen (14) calendar days notice of separation from employment, will result in the forfeiture of any vacation the employee has accrued during the anniversary year in which the resignation occurs. The employee will be required to reimburse the City for any vacation used which was accrued during the current anniversary year. Such reimbursement will be deducted from the employee's final paycheck if sufficient wages are available.

Section 26.5. Vacation leave may accrue to the second next anniversary date of employment so as to permit a double vacation period. At no time shall the employee be permitted to carry more than two (2) years vacation on the books and the amount of vacation leave so forfeited shall be eliminated from the employee's vacation leave balance.

Section 26.6. In the event an employee, while on paid vacation leave, contracts an illness or suffers an injury which restricts the employee to home or confines the employee to bed and requires the care of a physician, the employee may request, upon showing proper evidence, to charge such absence to the employee's accrued but unused sick leave. Proper evidence shall be deemed to mean a physician's statement which specifies the nature of the illness or injury, the patient's inability to perform the duties of the employee's position, and the dates medical care was administered. No leave prior to the date care was administered shall be converted to sick leave.

Section 26.7. Seniority shall determine which employees shall have first choice for vacation leave, provided the request for vacation is submitted to the Fire Chief between November 1st and December 31st, except that a request for a twenty-four (24) hour vacation day shall take priority over any request for eight (8) hours or less vacation or personal leave during such sign-up period. Seniority shall not apply to vacation leave requests submitted on or after January 1st. Requests submitted on or after January 1st shall be granted on a first submitted basis. If, after January 1st, two (2) or more employees in the Department submit their requests on the same calendar day for coinciding vacation leave periods, the determining factor will be seniority.

Vacations shall be scheduled considering the Employer's workload requirements and with the approval and authorization of the Fire Chief. The parties agree that the Employer has the authority to

determine the number of employees within the Department who may be on vacation leave at the same time.

Section 26.8. Employees may schedule up to forty-eight (48) hours of their accrued vacation in four (4) hour blocks or additional multiples of four (4) hours (i.e., 12, 16, 20). The remainder of the employee's vacation shall be scheduled in one or more blocks of twenty-four (24) hours.

ARTICLE 27 **SICK LEAVE**

Section 27.1. The parties recognize that sick leave is a benefit for a specified purpose and abuse will not be tolerated. Subject to the restrictions in Section 27.2 below, employees shall earn and accumulate sick leave at the maximum rate of .0575 hours of sick leave for each hour in active pay status with the Employer. The earning of sick leave shall be prorated according to the number of hours of completed service in a pay period. Unused sick leave shall accumulate without limit.

Section 27.2. No sick leave credit will be earned as a consequence of overtime hours worked or while an employee is on sick leave, injury leave, unpaid leave of absence, laid off, suspended, or absent without leave. Sick leave shall not be considered the same as having worked for purposes of entitlement to overtime compensation.

Section 27.3. An employee who has previously worked in another political subdivision of the State of Ohio may be credited with unused sick leave credits (up to 960 hours) upon proper certification, provided the employee is employed by the City of St. Marys Fire Department within one (1) year of separation from previous employment with the other political subdivision.

Section 27.4. Sick leave shall be charged in minimum units of one (1) hour the first hour and then in units of one-half ($\frac{1}{2}$) hour. An employee shall be charged for sick leave only for hours which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 27.5. An employee shall furnish a standard, written statement to justify the use of sick leave or, in accordance with Section 27.7, a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor.

Section 27.6. When an employee is unable to report to work the employee shall notify the immediate supervisor or other designated person, one-half ($\frac{1}{2}$) hour prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor. When reporting off sick the employee must advise the Fire Chief or designee of the reason for the employee's request for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Fire Chief and the Director of Public Service and Safety.

Section 27.7. An employee using excessive amounts of sick leave or with an illness or disability lasting thirty-six (36) hours or more, shall be required to furnish a statement from a physician before returning to work, notifying the Employer that the employee was unable to perform normal duties during the period of absence and is able to return to work.

Section 27.8. In the event an employee has demonstrated an inability to perform required duties satisfactorily or has used sick leave in an excessive manner, or when determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination conducted by a physician who is selected and paid by the Employer. If the employee does not agree with the opinion of the physician selected by the Employer, the employee may request to be examined by a third physician whose selection shall be mutually agreed upon by the employee's physician and the physician selected by the Employer. The opinion of the third mutually agreed upon physician shall be binding upon the Employer and the employee and such third physician's fees and charges shall be shared equally by the parties. An employee determined to be unable to perform the essential functions of the employee's position, may be removed after being given the opportunity for a disability separation hearing.

Section 27.9. Sick leave may be granted to an employee under the following circumstances:

1. Illness or injury of the employee, or illness or injury in the employee's immediate family which requires the employee's personal care and attendance.
2. If, through exposure to a contagious disease, the presence of the employee at the job would jeopardize the health of others.
3. An employee may use up to eight (8) hours of sick leave, if necessary to take a member of the employee's immediate family to or from the hospital and/or doctor, or to make arrangements for the care of the ill or injured person, provided no other person is available.
4. An employee may use up to twenty-four (24) consecutive hours of sick leave on the day surgery is to be performed on the employee's spouse and/or children, if such occurs during the employee's scheduled working day.
5. An employee may be granted up to twenty-four (24) consecutive hours of sick leave on the day of the birth of the employee's child and up to eight (8) hours sick leave on the day the child is brought home from the hospital, if either occurs on the employee's scheduled working day.
6. Sick leave shall not be used by the employee for convalescence of a member of the immediate family.
7. Sick leave may be granted due to pregnancy of the employee and for the recovery period as required by the attending physician. As per this section, paid sick leave

may only be used for the period of time the employee is unable to perform the essential functions of the employee's position.

8. In accordance with Article 33, Funeral Leave, the employee may use up to 16 hours of accumulated sick leave, if requested and approved.

For purposes of this Sick Leave Article, the definition of "immediate family" shall be the employee's spouse, child, stepchild, parent, or other person who stands in place of the employee's parent (in loco parentis).

Section 27.10. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action up to and including discharge.

If an employee uses sick leave on four (4) separate occasions of forty-eight (48) hours or less per occasion during a twelve (12) month period, the employee shall receive a verbal counseling.

If an employee uses sick leave on five (5) separate occasions of forty-eight (48) hours or less per occasion during a twelve (12) month period, the employee shall receive a written reprimand.

If an employee uses sick leave on six (6) or more separate occasions of forty-eight (48) hours or less per occasion during a twelve (12) month period for any reason, use of sick leave thereafter shall be limited as follows:

The first two (2) consecutive days of any sick leave occasion will be without pay; however, the employee may utilize personal time or vacation time for such absence. If an employee's sick leave is for three (3) or more consecutive days, sick leave will be with pay starting on the third day.

An occasion of sick leave usage as used in this section shall mean each time sick leave is used.

The reduction of sick leave for the first two (2) consecutive days under this provision does not preclude the right of the Employer to take further disciplinary action for excessive or unexcused absenteeism.

Occasion Exclusions: The following approved sick leave usage shall not be counted as an occasion:

1. The day of the birth of the employee's child or on the day the newborn child is brought home from the hospital if either day occurs on the employee's scheduled working day, as provided in Section 27.9, Subsection 5.
2. Sick leave granted for the expected birth of the employee's child if the birth occurs within twenty-four (24) hours of the employee's absence.

3. A death in the immediate family.
4. Where such leave is required for a regularly scheduled course of medical treatments for the employee, pre-approved by the Employer, verified by the physician, and which cannot be scheduled outside regular working hours.

Section 27.11. In accordance with this section, payment for accrued but unused sick leave will be made to each employee covered by this Agreement, having ten (10) or more years of continuous service with the Employer, upon disability or service retirement under the Ohio Police and Fire Pension Fund from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee and the amount of such payment shall be limited to twenty-five percent (25%) of the employee's accrued but unused sick leave hours, up to a maximum of twenty-five percent (25%) of 1,590 hours. Therefore, under this provision, no employee covered by this Agreement will receive payment for more than 397.5 hours. For the purpose of calculating the hourly rate, a fifty-three (53) hour workweek shall be used. In the event of the death of an employee, such payment will be made to the employee's estate.

Section 27.12. Employees who have demonstrated excellent attendance by not utilizing any sick leave or leave without pay, and have received no disciplinary suspension(s) during the period January 1 through June 30 of each year this Agreement is in effect shall be granted eight (8) hours of bonus personal leave which must be used during the six (6) month period following when such leave was earned (i.e., July 1 through December 31). Further, any employee who demonstrates excellent attendance by not utilizing any sick leave or leave without pay and have received no disciplinary suspension(s) during the period July 1 through December 31 of each year this Agreement is in effect shall be granted eight (8) hours of bonus personal leave which must be used during the six (6) month period following when such leave was earned (i.e., January 1 through June 30). Bonus personal leave shall be scheduled in the same manner as other personal leave in accordance with Section 25.8 herein, except that bonus personal leave may only be scheduled in a minimum of four (4) hour increments. Bonus personal leave not used during the six (6) month period following when it was earned shall be forfeited. Employees must be employed in a full-time bargaining unit position for the entire six (6) month period, as described herein, in order to be considered for the bonus personal leave.

ARTICLE 28

INJURY LEAVE

Section 28.1. In the event an employee sustains an injury, compensable for lost time by the Bureau of Workers' Compensation (BWC), while in the proper performance of the employee's assigned job duties with the Employer, the employee will receive full pay during the resulting period of disability for a period not to exceed ninety (90) consecutive calendar days, commencing with the date of such injury, subject to the following conditions:

- A. The employee shall immediately notify the supervisor and submit a completed Employee Injury Report to the supervisor within twenty-four (24) hours of the injury or, if unable to do so, the employee's immediate supervisor may submit the report.
- B. The employee shall file an application for Workers' Compensation benefits for the period of time the employee is disabled, as certified by a physician
- C. The employee shall execute all authorizations to release medical information causally or historically related or relevant to the employee's claim to the Employer, BWC, managed care organization, etc. In addition, wage Agreements or salary continuation Agreements shall be executed as warranted by the Employer.
- D. The employee shall endorse to the Employer all compensation benefits paid by the Bureau of Workers' Compensation for the period during which the employee receives full pay from the Employer. Employees are prohibited from receiving payment for sick leave or injury leave while simultaneously retaining payment from the BWC.
- E. The employee shall be placed on sick leave, subject to the provisions of the Sick Leave Article contained herein, until notification is received from the BWC indicating whether or not the claim is compensable for lost time. If the employee's claim is approved by the BWC, the Employer will recredit the sick leave hours used during said period. However, if the claim is being appealed through the Industrial Commission or the courts, sick leave hours will not be recredited until the appeal process is over and notification is received from said entities that the claim is compensable for lost time.

If the employee's claim is denied, the employee shall be deemed ineligible for injury leave benefits; therefore, sick leave hours used during said period will not be recredited.

- F. The Employer may require the employee to perform any duties available within the limitations of the employee's injury or resulting disability.
- G. The employee may be required to submit to a physical examination conducted by a physician or physicians selected by the Employer for the purpose of establishing the validity of the employee's claim for injury leave and subsequent benefits as provided for in this Article.
- H. Injury leave shall terminate immediately if the employee resigns, accepts other employment, or becomes self-employed during the period of injury leave.

Section 28.2. Injury leave is only applicable for the period of disability occurring within ninety (90) days following the date of the injury reported on the claim filed with the BWC. Employees are not eligible for injury leave for lost time occurring after the ninety (90) day period due to a re-injury, additional period of disability, etc.

Section 28.3. Employees are responsible for providing the Employer with an expected date of return. Any employee who exhausts the ninety (90) consecutive calendar days as provided for in

Section 28.1 and is still eligible to collect Workers' Compensation wage benefits but in inactive pay status, shall continue to accrue vacation benefits pursuant to Article 26 for an additional ninety (90) calendar days.

ARTICLE 29
FAMILY AND MEDICAL LEAVE

Section 29.1. Pursuant to the Family and Medical Leave Act of 1993, employees shall be entitled to such Family and Medical Leave as provided by the Act. The Employer shall comply with its duties and obligations under the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of this objective that do not conflict with this Agreement and/or the Family and Medical Leave Act of 1993. Any ambiguities in its duties and obligations shall be resolved by reference to the FMLA, 29 CFR 825 and applicable case law. References herein to the Family and Medical Leave Act of 1993 includes subsequent amendments.

ARTICLE 30
LEAVE OF ABSENCE WITHOUT PAY

Section 30.1. A physically incapacitated employee who has exhausted all other available leave may request a leave of absence without pay. A leave of absence without pay for a period not to exceed six (6) months may be granted when the employee furnishes satisfactory medical proof of temporary disability along with the written request and is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;
3. Declared incapacitated for the performance of the essential functions of the employee's position by a licensed physician.

Section 30.2. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. The granting of a leave of absence in one case shall not be considered precedent for a grievance in the event of a denial of another leave of absence request. Except for emergencies, employees will advise the Employer thirty (30) days prior to commencement of the desired leave so the various departmental functions may proceed properly.

Section 30.3. Upon completion of the leave of absence, the employee shall furnish a statement by a physician releasing the employee to return to work and perform all the essential functions of the employee's position. The Employer may also require the employee to be examined by a physician selected by the Employer prior to permitting the employee to return to work. The cost of the examination by the physician selected by the Employer shall be paid by the City. The employee shall

be returned to the same classification provided such classification still exists. In the event such classification has been abolished the employee may exercise such rights as the employee may have under the layoff provisions herein.

Section 30.4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.

Section 30.5. Failure to return to work at the expiration of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective on the scheduled expiration date of the authorized leave. Failure to use a leave of absence for the reasons stated in the employee's request may result in cancellation of leave and appropriate disciplinary action.

Section 30.6. While on an approved leave of absence without pay:

- A. Seniority shall accrue;
- B. Sick leave, vacation leave, holiday pay, personal days, and other benefits shall not accrue, nor be paid;
- C. An employee may qualify for continuation of health insurance coverage at the employee's sole expense in accordance with applicable law (i.e., COBRA).

ARTICLE 31 MILITARY LEAVE

Section 31.1. The Employer agrees to grant military leave in accordance with state and federal laws, regulations, and applicable case law.

ARTICLE 32 JURY LEAVE

Section 32.1. An employee, who is called to and reports for jury service during the employee's regularly scheduled working hours, shall be compensated by the Employer for full pay for such hours of jury service.

Section 32.2. If two (2) or more hours remain in the employee's normal workday at the time of release from jury service, the employee shall then report for work.

Section 32.3. All compensation received by an employee as a result of jury service for those days the employee was otherwise scheduled to work, shall be remitted by the employee to the Employer; except for any separate payment received from the court specifically designated as reimbursement for mileage or meal expenses.

Section 32.4. In order to be eligible for payment, the employee must notify the Fire Chief within a reasonable time after receipt of notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 33 **FUNERAL LEAVE**

Section 33.1. An employee shall be entitled to funeral leave, with pay, up to twenty-four (24) hours, if requested to make household adjustments, arrange for funeral services, and to attend the funeral services in the event of the death of the employee's current spouse, step-child, child, mother, father, (or stepparent), spouse's parent, or person standing in place of employee's parent (*loco parentis*). In addition to the twenty-four (24) hours of funeral leave, the employee may use up to sixteen (16) hours of accumulated sick leave, if requested and approved, in the event of the death of any person referred to in this section.

Section 33.2. An employee shall be entitled to funeral leave, with pay, up to eight (8) hours, if requested to attend the funeral services in the event of the death of the employee's brother, step brother, brother-in-law, sister, step sister, sister-in-law, grandparent, grandparent-in-law, son-in-law, daughter-in-law, grandchild, or a person standing in place of the spouse's parent (*in loco parentis*). Additionally, the employee may use up to sixteen (16) hours of accumulated sick leave, if requested and approved, in the event of the death of any person referred to in this section.

Section 33.3. If requested, the Fire Chief may release an employee from duty, with pay, for that period of time required to attend the funeral of a person employed by the Employer at the time of death. Release time shall not be granted if overtime is caused thereby or if the Fire Chief determines that such release time would impair the operations of the Department or interfere with the Employer's ability to provide services to the public.

Section 33.4. In the event of the death of any person referred to in this Article, no employee shall receive funeral leave, with pay, for any day or part of a day on which the employee is not regularly scheduled to work.

Section 33.5. Employees shall notify the Fire Chief or designee as soon as possible regarding the need for funeral leave. Such notification shall include the name of the deceased relative and the person's relationship to the employee. Employees shall provide written verification for such leave, prior to payment.

ARTICLE 34 **UNION LEAVE**

Section 34.1. Not more than two (2) Union representatives will each be permitted to schedule up to two (2) twenty-four (24) hour shifts of vacation for the purpose of attending Union conferences. Scheduling of such vacation shall be accomplished in accordance with the Vacation Article herein

but shall take precedence over other vacation requests. No more than one (1) Union representative on any shift will be permitted to schedule leave as provided herein on the same workday.

ARTICLE 35 **HOURS OF WORK/OVERTIME**

Section 35.1. Each bargaining unit employee's normal work schedule will consist of an average workweek of fifty-three (53) hours per week or approximately 2,756 work hours per year. This will be accomplished for all employees except swing personnel by scheduling one (1) twenty-four (24) hour workday off each eight (8) week period to reduce a typical fifty-six (56) hour workweek schedule (2,912 hours annually), to a fifty-three (53) hour workweek schedule. (2,912 hours – 2,756 hours = 156 hours off ÷ 24 hours = 6.5 times per year.) (52 weeks per year ÷ 6.5 times per year = 8 weeks.) The normal work schedule for swing personnel shall be 159 work hours in a twenty-one (21) day work period.

The standard work period for all bargaining unit employees shall be twenty-one (21) consecutive days. The Union and the Employer mutually agree that the work schedules outlined herein comply with Section 207 (K) of the Fair Labor Standards Act (FLSA) and 29 CFR Part 553. Therefore, the parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding compliance with the FLSA. The Union agrees it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee or the Department of Labor which finds the above schedule in violation of the FLSA.

Section 35.2. The Employer shall determine the number of shifts required, the work schedules, and the hours of work as provided in Article 3, Section 3.1(E).

Section 35.3. Bargaining unit employees shall receive their regular weekly rate (fifty-three [53] hours pay) as specified in Article 39 herein, for working their normal work schedule. Any employee who works extra hours in addition to the employee's normal work schedule, not including emergency call-ins, during the twenty-one (21) day work period shall be compensated at an overtime rate calculated on a fifty-three (53) hour workweek rate.

All hours in active pay status except sick leave and hours already paid at an overtime rate shall be counted as hours worked for purposes of determining eligibility for overtime.

Section 35.4. Bargaining unit employees shall receive time and one-half their regular forty (40) hour rate for emergency call-ins regardless of the number of hours worked during the twenty-one (21) day work period. All emergency overtime hours paid at the forty (40) hour overtime rate shall not be counted in determining the hours worked under Section 35.3 above. An emergency call-in shall not include hours worked for purposes of covering a regular shift due to the absence of another employee regularly assigned to such shift or due to a vacancy.

Section 35.5. Off duty employees shall have the option of being placed on call, in order to cover the station during emergency runs. Off duty employees who choose to be on call for the shift which immediately follows the employee's last regularly scheduled shift shall have priority for call in.

Section 35.6. On emergency call-ins, employees shall be guaranteed a minimum of one (1) hour of pay. If the employee works six (6) minutes or more in excess of the first hour, the employee shall be paid for fifteen (15) minutes. The employee shall thereafter be paid for an additional fifteen (15) minutes each time the employee works six (6) minutes or more beyond the previous quarter hour already compensated. This section shall not be applicable to hours which are contiguous to the employee's regularly scheduled shift.

Section 35.7. Employees required to work six (6) minutes or more past their designated quitting time shall be paid in fifteen (15) minute segments in the same manner as provided in Section 35.6 above.

Section 35.8. Employees required to work during the Daylight Savings Time change during April and October of each year shall be paid for their actual hours worked.

Those employees required to work in excess of twenty-four (24) hours because of the time change shall receive overtime pay in accordance with this article.

Those employees required to work only twenty-three (23) hours because of the time change shall only receive twenty-three (23) hours pay at their straight time rate.

ARTICLE 36

WORK-RELATED COURT APPEARANCES

Section 36.1. An employee who is subpoenaed or otherwise required to appear at any work-related court proceedings shall be considered actively working on behalf of the City and compensated for such hours at the employee's applicable rate of pay.

Section 36.2. If the employee is released from such work-related court proceedings, the employee shall report to the fire station for the remainder of the employee's assigned workday.

Section 36.3. All compensation, excluding compensation or reimbursement for personal expenses, received by an employee as a result of such required work-related court appearance shall be remitted by the employee to the Employer.

Section 36.4. The employee shall notify the Fire Chief within a reasonable time after receipt of notice of the required court appearance and shall provide the Employer with appropriate documentation reflecting the date of such appearance and the amount of compensation received therefore.

ARTICLE 37
SWING PERSONNEL HOURS WORKED

Section 37.1. Swing personnel may be utilized to cover vacancies created by vacations, sick leave, school time, FLSA, and any other times where needed to eliminate overtime. While it is agreed that the swing personnel's schedule is subject to change, it is also agreed that swing personnel may block out a non-scheduled twenty-four (24) hour shift with a prior two (2) week notice.

Section 37.2. The Employer shall attempt to schedule the hours worked by a swing person, followed by the same number of hours off. If swing personnel are scheduled to work in excess of a twenty-four (24) hour shift, the Employer shall provide the employee an explanation.

Section 37.3. The City agrees to continue to make a concerted effort to allow swing personnel to schedule two (2) days off preceding a vacation day and two (2) days off following a scheduled vacation day, to the extent practical.

The IAFF agrees that the Employer shall not be restricted in any manner from scheduling swing personnel in order to meet the operational needs of the Fire Department.

ARTICLE 38
WORKING OUT OF CLASSIFICATION

Section 38.1. In the event a Firefighter-Paramedic is assigned the duties of a Captain-Paramedic, the employee shall be paid \$1.00 per hour over the employee's current regular rate for all hours worked in the higher classification. When a Firefighter-Paramedic is assigned to such an out-of-classification assignment, the employee shall be responsible for carrying out all the duties of the position.

Section 38.2. The Employer agrees not to purposely rotate or make successive daily assignments for the sole purpose of avoiding payment of the higher rate of pay for out-of-classification work.

ARTICLE 39
WAGES

Section 39.1. Effective the first Monday in January, 2011, the wage scale shall be increased by 1.5%.

<u>STEP</u>	<u>FIREFIGHTER</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	798.52	820.36	842.20	864.09	885.84
53 Hour Rate	15.0665	15.4785	15.8905	16.3035	16.7140
40 Hour Rate	19.9631	20.5090	21.0549	21.6021	22.1461

FIREFIGHTER-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	844.24	866.06	887.95	909.79	931.51
53 Hour Rate	15.9290	16.3407	16.7538	17.1658	17.5757
40 Hour Rate	21.1059	21.6514	22.1988	22.7447	23.2878

CAPTAIN-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	928.66	952.66	976.75	1,000.77	1,024.66
53 Hour Rate	17.5219	17.9748	18.4292	18.8824	19.3333
40 Hour Rate	23.2165	23.8166	24.4187	25.0192	25.6166

Section 39.2. Effective the first Monday in January, 2012, the wage scale shall be increased by 2%.

FIREFIGHTER

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	814.49	836.77	859.04	881.37	903.56
53 Hour Rate	15.3678	15.7881	16.2083	16.6296	17.0483
40 Hour Rate	20.3623	20.9192	21.4760	22.0342	22.5890

FIREFIGHTER-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	861.12	883.38	905.71	927.98	950.14
53 Hour Rate	16.2476	16.6675	17.0889	17.5091	17.9272
40 Hour Rate	21.5281	22.0844	22.6428	23.1996	23.7535

CAPTAIN-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	947.24	971.72	996.28	1,020.78	1,045.15
53 Hour Rate	17.8724	18.3343	18.7978	19.2600	19.7199
40 Hour Rate	23.6809	24.2929	24.9071	25.5195	26.1289

Section 39.3. Effective the first Monday in January, 2013, the wage scale shall be increased by 2%.

FIREFIGHTER

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	830.79	853.51	876.22	899.00	921.63
53 Hour Rate	15.6752	16.1039	16.5325	16.9622	17.3893
40 Hour Rate	20.7696	21.3377	21.9056	22.4749	23.0408

FIREFIGHTER-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	878.35	901.05	923.83	946.54	969.14
53 Hour Rate	16.5726	17.0009	17.4307	17.8593	18.2857
40 Hour Rate	21.9587	22.5262	23.0957	23.6636	24.2286

CAPTAIN-PARAMEDIC

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Weekly	966.18	991.15	1,016.21	1,041.20	1,066.06
53 Hour Rate	18.2299	18.7010	19.1738	19.6452	20.1143
40 Hour Rate	24.1546	24.7788	25.4053	26.0299	26.6514

Section 39.4. Employees shall advance to the next pay step in the applicable pay scale on the first Monday of each calendar year until they have reached the maximum pay step for the classification. Notwithstanding the above, an employee hired on or after November 15 shall not advance to the next pay step until the first Monday of the calendar year following completion of one (1) year of service.

A Firefighter who obtains certification as a Paramedic shall be advanced to the same pay step in the Firefighter-Paramedic pay scale as the employee was previously in the Firefighter pay scale. This increase shall be effective the first Monday following the employee's submission to the Fire Chief of the appropriate proof of certification.

Section 39.5. The 5/4 Rule of Rounding shall be used for calculating the final amount the employee is paid.

Section 39.6. An employee promoted from Firefighter-Paramedic to Captain-Paramedic shall be assigned to the lowest pay step in the pay scale for Captain-Paramedic which provides the employee with an increase in pay of not less than two and one-half percent (2.5%). Thereafter, the employee shall advance to the next higher pay step in the applicable pay scale on the first Monday of each calendar year until the employee reaches the maximum pay step for Captain-Paramedic.

ARTICLE 40
LONGEVITY PAY

Section 40.1. Each permanent, full-time employee, who has completed a minimum of five (5) years of continuous employment with the City of St. Marys, shall receive an annual longevity payment as provided below. Such continuous employment shall be computed beginning with the employee's most recent date of employment by the City of St. Marys. Therefore, previous periods of employment interrupted by a break in service shall not qualify an employee for such longevity pay nor shall such previous periods of employment increase the amount of such longevity pay to which a qualifying employee is entitled.

Section 40.2. The amount of such annual longevity payment shall be equal to twenty-five dollars (\$25.00) for each year of continuous employment.

Section 40.3. An employee shall be paid annual longevity pay no later than the second Friday of December.

Section 40.4. To be eligible for such longevity payment, an employee must be employed by the Employer on the date of payment. If an employee retires prior to the date of payment, the employee's longevity pay shall be prorated for the number of months worked in that year and paid at time of retirement.

ARTICLE 41 **HEALTH INSURANCE**

Section 41.1. The City shall provide a health insurance plan(s) for all regular full-time employees covered by this Agreement. Such plan(s) shall also include coverage for the employee's current spouse as well as eligible dependent children.

Section 41.2. The types and levels of benefits to be provided under this article shall be as agreed to by the City of St. Marys and the various employee groups covered under the plan(s). The plan(s) will be jointly reviewed by the City and one (1) representative from each of these groups on an annual basis and any reduction in coverages provided under the plan(s) will be determined by a majority vote of participants voting. The IAFF health insurance representative will be permitted five (5) calendar days to review the plan(s) prior to a vote being taken. In addition to IAFF Local 3633, the other groups involved are: Local 552 of the UWUA, Ohio Patrolmen's Benevolent Association (Police), Ohio Patrolmen's Benevolent Association (Dispatchers), and that group of non-bargaining employees also covered under the plan(s). Any increase in coverage provided under the plan(s) shall be subject to negotiations between the City and the above listed groups.

Section 41.3. The premiums relating to the benefits and coverages under any offered plan(s) shall be paid in the manner explained in this section. The Employer agrees to pay premiums for each eligible employee requesting health insurance coverage:

FAMILY COVERAGE
2011 \$6,000.00 per year
2012 \$6,100.00 per year
2013 \$6,200.00 per year

Employees requesting single coverage shall pay the same percentage (%) of the total cost for single coverage as employees utilizing family coverage.

The employee's share shall be paid through a weekly payroll deduction and the computation of the employee's share shall be as follows:

The annual premium for each type of policy shall be determined by the Employer in accordance with the recommendation of the third party administrator, if self-funded, or by the health insurance provider. After this determination, the Employer's share as specified above shall be subtracted from the annual cost of the applicable coverage. These results shall both be divided by two (2) to determine the fifty percent (50%) shares for the Employer and the covered employee. The fifty percent (50%) share that is computed for the employee will then be divided by fifty-two (52) and the result will become the employee's weekly contribution for health insurance coverage. This computation will be done for each employee using the applicable cost for whichever coverage (single or family) is requested by the employee.

Section 41.4. All employees covered under this article shall be given a copy of the applicable plan explaining the benefits and coverages provided under the plan selected.

Section 41.5. All persons covered under a health insurance plan offered by the City of St. Marys shall be subject to and comply with all terms and conditions set forth in the applicable plan.

Section 41.6. The Employer, in cooperation with those employee groups listed in Section 41.2 of this Article, shall make a reasonable effort to obtain such health insurance wherever and whenever possible so as to minimize the premium amounts that the employees may be required to pay and to maintain such benefits and coverages that might be mutually agreed upon.

Section 41.7. In order to maintain health insurance benefits at a level that is agreeable to all parties involved, the parties agree that consideration and possible selection of alternative health insurance plans available through the current self-funded plan or any different plan or insurance company, shall be addressed through the cooperative efforts of the City and all those groups listed in Section 41.2 of this Article.

Section 41.8. Subject to IRS rules and regulations, the Employer agrees to provide a "Section 125" provision for employees' contributions to the health insurance premiums and contributions to a health savings account (HSA).

Section 41.9. The Employer shall continue to pay the City's share of the health insurance premium, provided the employee continues to pay the employee's share, following the date an employee enters inactive pay status, as follows:

- In the event an employee is in inactive pay status but receiving Workers' Compensation benefits, insurance premiums shall continue for six (6) months following the date inactive pay status began. (This benefit shall be available only once per injury or illness.)
- In the event an employee is in inactive pay status due to a non-job-related injury or illness, insurance premiums shall continue for three (3) months following the date inactive pay status began. (This benefit shall be available only once per injury or illness.)

- In the event an employee enters inactive pay status for any other reason, insurance premiums shall cease to be paid by the Employer as of the date inactive pay status begins, unless otherwise provided in accordance with Family and Medical Leave Act provisions.

ARTICLE 42 **LIFE INSURANCE**

Section 42.1. The City shall provide group term life insurance in the amount of \$15,000 upon the life of each non-probationary, permanent, full-time employee.

Section 42.2. Except as otherwise provided in this Article, the Employer shall pay all premiums incurred in providing such life insurance coverage.

Section 42.3. The Employer shall endeavor to obtain life insurance coverage under a policy or plan whereby the covered employee may obtain, at the employee's own cost, an equal amount of insurance coverage upon the lives of the employee's current spouse and each or all of the employee's dependent children. Such policy or plan may also provide that the employee may obtain, at the employee's own cost, other forms of life insurance upon the lives of the employee, current spouse, and/or each or all of the employee's dependent children under the age of nineteen (19) years.

Section 42.4. All benefits and coverages provided under such group term life insurance policy, or policies, shall be subject to and limited by the terms and conditions set forth in the contract of insurance existing between the Employer and the issuing insurer or insurers.

Section 42.5. So long as no reduction in benefits or coverage results, the Employer shall be free to choose the insurance company or companies under whose policy or policies such benefits and coverages will be provided.

ARTICLE 43 **HEPATITIS B VACCINATION, FLU SHOTS, AND TB TESTS**

Section 43.1. The hepatitis B vaccination series shall be made available to all employees who have occupational exposure unless the employee has previously received the complete hepatitis B vaccination series. The series shall be available at no cost to the employee.

Section 43.2. All employees who decline the hepatitis B vaccination offered shall sign the OSHA-required waiver indicating their refusal. If an employee initially declines the hepatitis B vaccination but at a later date decides to accept the vaccination, the vaccination shall then be made available.

Section 43.3. Upon written recommendation from a qualified healthcare provider, the City will provide, at the City's expense, one (1) immunity level test and one (1) booster dose of the hepatitis B vaccine.

Section 43.4. The flu shot vaccination shall be made available to all employees at no charge to the employee.

Section 43.5. All employees may be required to submit to a TB test as determined necessary by the Employer. The cost for such test shall be paid by the Employer.

Section 43.6. It is mutually understood that the above agreements to provide vaccinations, flu shots, and/or tests are only effective contingent upon the availability of the described medical procedures and drugs. Recipients of the above vaccinations and tests shall sign a waiver holding the City harmless for any side effects or complications as a result of the TB test, flu shot, hepatitis B vaccination series, immunity level test, or booster dose.

ARTICLE 44

ANNUAL MEDICAL EXAMINATION

Section 44.1. All bargaining unit employees shall complete an annual medical examination in accordance with this article to ensure all employees are able to perform the essential functions of their position with the Employer. Such examination shall be based upon job-related criterion, including but not limited to: the essential functions of the position as listed in the position description, the strength and flexibility ratings as defined in the Dictionary of Occupational Titles, and any other requirements as issued by the State of Ohio and/or Ohio Police and Fire Pension Fund.

Section 44.2. The Employer shall designate an appropriate physician to conduct such examinations and shall pay all costs related to the examination. If the employee does not agree with the opinion of the physician selected by the Employer, the employee may be examined by a physician of the employee's choice and shall pay for all costs of the physician. The second examination shall be conducted within fourteen (14) calendar days from the receipt of the first medical opinion. If the Employer does not agree with the opinion of the employee's physician, the employee will then be examined by a third physician, who shall be mutually selected by the Employer and the employee. However, such mutual selection shall be made within fourteen (14) calendar days from the date the Employer gives notice of intent to seek a third opinion. If no mutual agreement is made within the fourteen (14) calendar day period, the third physician shall be selected by the Employer; however, the physician selected by the Employer shall be a physician familiar with occupational medicine. The opinion of the third physician shall be binding upon the Employer and the employee, and such third physician's fees and charges shall be shared equally by the parties, if selected by mutual agreement.

Section 44.3. Bargaining unit employees who are determined to be unable to perform the essential functions of their position as a result of the examinations described in Section 44.1, may be eligible for family and medical leave, and/or may be disability separated.

Section 44.4. Prior to implementing a disability separation, the Employer will schedule a pre-separation hearing with the employee. During this hearing, the employee may review the Employer's evidence and present testimony or evidence on the employee's own behalf.

ARTICLE 45
PHYSICAL FITNESS PROGRAM

Section 45.1. The Employer agrees to pay for an individual membership to the Auglaize-Mercer or the Wapakoneta YMCA for each bargaining unit member who voluntarily agrees to enroll in a physical fitness class as developed by the YMCA specifically for the Fire Department. Employees who fail to utilize such facility at least four (4) times each month will have their membership cancelled for the following twelve (12) months. After twelve (12) months, such employee will again be eligible for membership.

Section 45.2. Actual time spent participating in this physical fitness program shall be completely voluntary and shall be attended during non-work hours.

Section 45.3. The Employer and the Union recognize the Employer's right to require employees to participate in physical agility testing to allow for determining the employee's physical ability to perform the essential functions of the position. The Employer, with approval of a physician, reserves the right to establish the criteria for such testing and the minimum standards to be met. Notwithstanding the above, the parties agree to meet in labor management meetings for a period not to exceed 180 calendar days from the execution of the agreement to develop a physical agility program. However, if mutual agreement is not reached within the 180 calendar days, the Employer shall develop the physical agility program. Failure to meet the minimum standards will result in progressive disciplinary action. However, the Employer may, at its sole discretion, grant additional time for an employee to attempt to meet the minimum standards provided the employee has failed to meet the minimum requirements, the employee requests such additional time, and the employee presents credible evidence that the employee has a reasonable ability to meet the minimum standards.

ARTICLE 46
PROFESSIONAL LIABILITY INSURANCE

Section 46.1. The Employer shall endeavor to provide professional liability insurance coverage for all employees covered by this Agreement while performing their official duties within the course and scope of their employment.

Section 46.2. The Employer shall be free to select the insurance company or companies, under whose policy or policies, such coverage will be provided. However, the Employer, in its discretion, may provide such coverage through a self-insurance plan.

Section 46.3. The premiums, if any, required to provide such insurance coverage shall be wholly paid by the Employer.

ARTICLE 47
UNIFORMS

Section 47.1. The number and the style of uniforms required by Firefighters will be in accordance with the policy in the rules and regulations of the Fire Department as determined by the Employer.

Section 47.2. All employees shall be required to be in proper uniform upon reporting for duty in accordance with the uniform code established by the Employer and any employee violating such uniform code shall be subject to disciplinary action up to and including discharge.

Section 47.3. The Employer shall replace (or repair), at no cost to the employee, any uniform (or part thereof) or any required accessory, damaged or lost in the performance of duty, provided such damage or loss does not result from willful misuse, abuse, or neglect on the part of the employee, in which case such costs shall be paid by the offending employee. Only those personal items necessary to the employee's performance of duties, such as watches, eye glasses, dental appurtenances, or contact lenses damaged or lost in the performance of duty shall be repaired or replaced by the Employer, provided the damage or loss is not the result of misuse, abuse, or neglect on the part of the employee. Each employee shall list such items and approximate value with the Fire Chief. The cost of repair or replacement of below listed items, with receipts to the City, shall have the following price caps:

- watches shall be up to \$50.00;
- eyeglasses shall be up to \$200.00;
- one (1) set of contact lenses shall be up to \$25.00;
- dental appurtenances shall be up to \$200.00.

Section 47.4. Uniforms and accessories shall be worn or used by the employee only under the circumstances, for those purposes, and at such times as are approved and authorized by the Fire Chief.

Section 47.5. The willful or negligent misuse, damage, neglect, or abuse of uniforms and/or accessories shall subject an offending employee to disciplinary action, up to and including discharge. Such disciplinary action shall be subject to the Grievance Procedure contained elsewhere herein. In determining the degree of disciplinary action, the Employer shall take into consideration any extenuating, aggravating, or mitigating circumstances.

Section 47.6. All uniforms and accessories provided by the Employer shall at all times remain the property of the Employer and, upon termination of employment, an employee shall immediately return all such uniforms and accessories to the Employer. However, in its sole discretion, the Employer may elect to permit an employee to keep such uniforms and accessories or items thereof, in which case the employee shall immediately pay to the Employer a sum equal to the fair market value of the uniform, item, or each accessory the employee is permitted to so keep. Such fair market value shall be determined solely by the Employer.

Section 47.7. The Employer shall be responsible for the dry cleaning and/or laundering, as well as the maintenance (except as otherwise provided in this Article) of all uniforms and accessories purchased by the Employer.

ARTICLE 48
EQUIPMENT

Section 48.1. Each employee shall be issued a full complement of equipment, paid for by the Employer, which is determined by the Fire Chief to be necessary for the performance and accomplishment of the employee's job duties and responsibilities. The Employer shall be responsible for the cost and maintenance of such equipment.

Section 48.2. Equipment issued to an employee shall only be used for lawful, authorized, and approved purposes, as well as those purposes which are germane to the performance and accomplishment of the employee's assigned job duties and responsibilities.

Section 48.3. It shall be the responsibility of each employee to do all things reasonable and necessary to maintain and preserve equipment in good working order and condition and to prevent undue deterioration thereof or damage thereto.

Section 48.4. The willful or negligent misuse, abuse, damage, or neglect of such equipment shall subject an offending employee to disciplinary action, up to and including discharge. Such disciplinary action shall be subject to the Grievance Procedure. In determining the degree of disciplinary action, the Employer shall take into consideration any extenuating, aggravating or mitigating circumstances. However, whether the employee is disciplined or not, the offending employee shall reimburse the Employer for the actual cost of replacing and/or repairing such equipment. Whether such equipment must be replaced or is capable of being repaired shall be determined solely by the Employer.

Section 48.5. Listed below are the items considered to be necessary equipment that will be provided to each employee by the Employer:

Helmet with shield	Night pants with suspenders
Helmet liner and webbing	Knee boots
Helmet strap	Gloves (utility)
Helmet number shield	Fire gloves (leather)
Nomex hood	Fire coat

Section 48.6. All equipment provided by the Employer shall at all times remain the property of the Employer and, upon termination of employment, an employee shall immediately return all such equipment to the Employer. However, in its sole discretion, the Employer may elect to permit an employee to keep such equipment, or part thereof, in which case the employee shall immediately pay to the Employer a sum equal to the fair market value of each piece of equipment the employee is permitted to keep. Such fair market value shall be determined solely by the Employer.

ARTICLE 49
DURATION OF AGREEMENT

Section 49.1. This Agreement represents the total and complete Agreement on all matters subject to bargaining between the Employer and the Union, and shall be effective on January 1, 2011, and shall remain in full force and effect until 12:00 midnight on December 31, 2013, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 49.2. If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than 120 calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested. If the Union gives such notice, the Union shall submit its written proposals for modifying or amending this Agreement at the first (1st) negotiation session. The parties shall commence negotiations within two (2) calendar weeks upon receipt of the notice of intent.

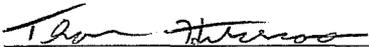
Section 49.3. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements and practices either verbal or written, are hereby canceled.

Section 49.4. Notwithstanding the other provisions of this Agreement, no wages, benefits, or other terms or conditions of employment outlined within this Agreement shall be applicable to any former employee who is no longer employed by the City on the date this Agreement is signed.

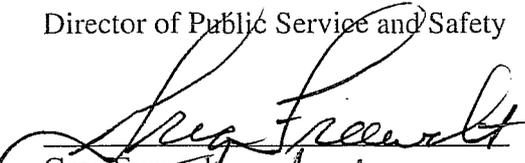
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 24th day of January, 2011.

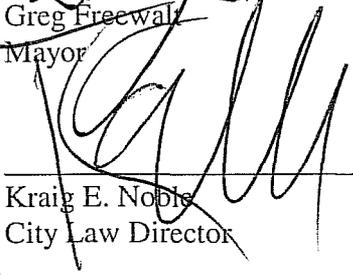
FOR THE EMPLOYER:



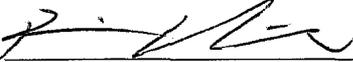
Thomas Hitchcock
Director of Public Service and Safety



Greg Freewalt
Mayor



Craig E. Noble
City Law Director

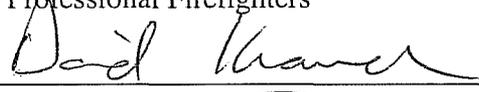


Patrick Hire
Management Consultant

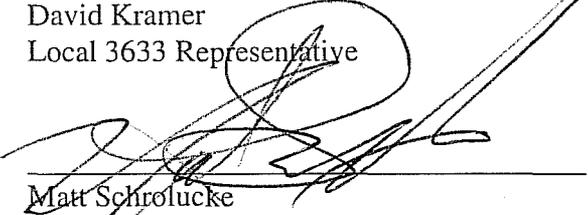
FOR THE IAFF:



Roy Hollenbacher
First District Vice President, Ohio Association
of Professional Firefighters



David Kramer
Local 3633 Representative



Matt Schrolucke
Local 3633 Representative



Andy Fischbach
Local 3633 Representative

APPENDIX A

**“BINDING CONTRACT FOR REIMBURSEMENT OF
HIRING AND TRAINING EXPENSES”
FIREFIGHTER-PARAMEDIC**

WHEREAS, the Applicant identified below acknowledges that the City of St. Marys will incur substantial expenses in the process of training the undersigned to be a Firefighter-Paramedic; and,

WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by Applicant with the City of St. Marys Fire Department after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two (2) years following completion of all required training.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

1. Reimbursement Obligation. I, _____, hereinafter “the Applicant,” in consideration of the agreement by the City of St. Marys, hereinafter “the City,” to provide me with formal Firefighter-Paramedic training through _____, to be followed upon successful completion thereof by a period of up to three hundred (300) hours of field training under supervision of experienced City of St. Marys Fire Department personnel, do hereby agree that in the event my employment with the Department ceases due to any cause other than “termination” as defined below, within twenty-four (24) months from commencement of full-time service as a Firefighter-Paramedic subsequent to completion of the period of field training, I will reimburse the City for all expenses incurred in connection with my hiring and training.

2. Definition of Termination. “Termination” as used in this Agreement shall mean any discontinuance of the Applicant’s employment initiated by the City of St. Marys.

APPENDIX A (Continued)

3. Calculation of Reimbursement Obligation. The reimbursement obligation shall consist of the sum of all amounts expended by the City in connection with hiring and training the Applicant, and shall include all costs including all overhead, i.e., health insurance, Medicare, workers' compensation, pension, etc.
- a. Cost of background investigation, physical, psychological, drug tests, etc. \$ _____
 - b. Expenses of providing field training, including wages and aforementioned overhead, etc. \$ _____
 - c. Cost of Fire Academy training, including all wages, aforementioned overhead, etc. \$ _____
 - d. Expenses of Paramedic training, including wages and aforementioned overhead, etc. \$ _____
- TOTAL COST \$ _____

It is understood that the amounts itemized above are estimates only. I understand that my actual reimbursement obligation will be as calculated based on actual costs of schooling, training, wages, overhead, etc., and will not exceed the TOTAL COST as indicated above.

4. Credit for Continuous Employment. Credit for service rendered will be given against the reimbursement obligation for each phase of training (i.e., field training, Fire School training, Paramedic training) at the rate of one-twenty-fourth (1/24) of the total reimbursement obligation for each four (4) weeks of continuous full-time employment subsequent to completion of each phase of the training. Any absence from work due to illness, non-duty-related injury, or other cause for a period greater than two (2) weeks shall be excluded from the period of service for which credit will be given.
5. Terms of Repayment. Complete payment of the reimbursement obligation shall be deducted from the employee's final paycheck if sufficient funds are available in the final paycheck. Any remaining obligation shall be paid within twenty-four (24) months of cessation of employment in monthly installments of not less than one-twenty-fourth (1/24) of the reimbursement obligation for each phase of training, commencing on the first day of the month following the month during which cessation of employment occurs, and payable on or before the first of each month thereafter. The Applicant agrees that in the event of his/her failure to make any payment required pursuant to this Agreement in a timely manner, the total amount of the reimbursement obligation then remaining unpaid shall immediately become due and payable. The Applicant further agrees that in the event the City incurs any legal fees, court expenses, or attorney fees, or other costs of collection in an effort to collect

APPENDIX A (Continued)

any delinquent sums owing pursuant to this Agreement, the Applicant will pay all such expenses in addition to the portion of the reimbursement obligation then due.

Dated this _____ day of _____, _____.

WITNESSES:

Applicant

CITY OF ST. MARYS

By: _____
Director of Public Service & Safety

STATE OF OHIO :

: ss

COUNTY OF AUGLAIZE :

On this day personally appeared before me, _____, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____,
_____.

Notary Public

APPENDIX B

AUTHORIZATION FOR PAYROLL DEDUCTION

Name: _____ Department: _____

Classification: _____

TO: Employer

I hereby authorize the City of St. Marys, Ohio to deduct the sum of \$ _____ from my wages each weekly pay period for dues in IAFF Local 3633, effective _____.

It is my understanding that this authorization can only be revoked by submitting such request in writing to the Employer and the Union during the thirty (30) day period immediately preceding the expiration date of the Agreement. I further understand and agree that if such authorization for dues deduction is not terminated during said period, it shall remain effective for the following contract.

I also hereby authorize the Employer to accept and honor the written requests of IAFF Local 3633, signed by the Union President and Secretary-Treasurer, to increase or decrease the amount of dues withheld from my wages.

DATE: _____

EMPLOYEE: _____

WITNESS: _____

SIGNATURE: _____