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AGREEMENT
BETWEEN THE
CITY OF MARION

AND



FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

COMMUNICATIONS OFFICERS AND
COMMUNITY SERVICE TECHNICIAN

EFFECTIVE MAY 1, 2011 THROUGH APRIL 30, 2014

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ARTICLE 1 **AGREEMENT**

Section 1.1 Purpose

This Agreement, entered into by the City of Marion, Ohio, hereinafter referred to as the "City" and the Marion City Communications Officers/Community Service Technician Bargaining Unit of the FOP/OLC hereinafter referred to as the "Union" has as its purpose the following:

- A. To promote cooperation, orderly, constructive and harmonious relations between the City, its Employees and the Union.
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understanding and agreement between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein; and,
- C. To establish a procedure for the peaceful resolution of grievances.

This Agreement supersedes all previous Agreements (either written or oral) between the City and the Union.

It is understood that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any Article.

Section 1.2 Modification of Agreement

The express provisions of this agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated and signed by the parties to this agreement. Neither party shall attempt to achieve the alteration of the Agreement by recommending changes in, additions to, or deletions from it by means of Ordinance or Resolution. Any alleged attempts to do so shall be subject to the Grievance Procedure under Article 8 hereof, rather than by statutory proceedings under Chapter 4117, Ohio Revised Code.

Section 1.3 Savings Clause

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2 **RECOGNITION**

Section 2.1 Recognition

The City hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time employees to include all full-time communication officers and all permanent part-time communications officers and all permanent community service technicians employed by the City of Marion and certified by the State Employment Relations Board in case number 89-REP-05-0111.

Section 2.2 Exclusions

All positions and classifications not specifically established therein as being included in the bargaining unit shall be excluded from all bargaining units.

Section 2.3 Coverage

All articles of this Agreement shall cover all classifications with the Bargaining Unit unless otherwise excluded by the specific language within a specific article.

ARTICLE 3 **SECURITY**

Section 3.1 Dues Deduction

The City agrees to deduct Union membership dues in the amount certified to be correct by the Union to the City from the pay of those Union members who individually request in writing that such deductions be made.

All such deductions shall be made from the first pay period of each month and the City agrees to furnish to the Union's office in Columbus, Ohio, once each calendar month a check in the aggregate amount of the deductions made for that calendar month together with a list of members from whom deductions were made.

Section 3.2 Fair Share Fee

Any employee, both present and future, who is not a member of the Union, shall as a condition of employment, pay a monthly service charge equivalent to the dues paid by a member of the Union to be deducted by the City from the pay of the employee and forwarded to the Union, pursuant to Section 3.1 hereof. Any such deduction shall be subjected to the provisions set forth in the Ohio Revised Code, Section 4117.09.

Section 3.3 Additional Provisions

It is further agreed that the Union shall defend, and save the City harmless against any

and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under Sections 3.1 and 3.2 hereof, except for failure to forward deducted dues per Sections 3.1 and 3.2. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the duration of this Agreement.

Fees and/or Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee;
- B. Transfer of the employee from the bargaining unit;
- C. Revocation by the employee of the written request for dues deduction;
- D. Expiration of this Agreement.

Section 3.4 Bulletin Boards

The Union shall provide at the Marion Police Department a bulletin board for the exclusive use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

The Union agrees that no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any City employee or City official.
- B. Scandalous, scurrilous or derogatory attacks upon the Administration.
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Any ethnic material.
- F. Partisan political material regarding elections, issues and/or candidates.

Section 3.5 Place for Meeting

Meetings of the Committees of the Union will be permitted on City property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than three (3) members and shall meet only as absolutely necessary to administer this Agreement.

Section 3.6 Contracting out Bargaining Unit Work

The City shall not contract out bargaining unit work defined as:

- A. Community Service Technician related work.
- B. Communications officer and related work.

However, nothing in this section shall be deemed to prohibit the temporary placement of uniformed officers of the Marion City Police and or Fire Departments that are on light duty, provided that any such placement shall not exceed forty-five (45) calendar days without agreement of this bargaining unit. Such placement shall not take place if it adversely effects bargaining unit staffing hours.

ARTICLE 4

MANAGEMENT RIGHTS

Section 4.1 Management Rights

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

- A. To determine the functions and programs of the Department;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine the hours of work and the number of hours to be worked;
- E. To determine how technology may be utilized to improve the Department's operations;
- F. To determine the Department's organizational structure;
- G. To make any and all rules and regulations not inconsistent with this Agreement;
- H. To direct, supervise, evaluate or hire employees;
- I. To maintain and improve the efficiency and effectiveness of the Department's operation;
- J. To determine the overall methods, processes, means or personnel by which the Department's operations are to be conducted;
- K. To suspend, discipline, demote or discharge for just cause, lay-off, transfer, assign, schedule, promote or retain employees;

- L. To determine the adequacy of the work force;
- M. To establish, expand, transfer and/or consolidate work processes and facilities;
- N. To determine the overall mission of the Department as a unit of government;
- O. To effectively manage the work force; and
- P. To take actions necessary to carry out the mission of the Department as a governmental unit.

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

ARTICLE 5

NON-DISCRIMINATION

Section 5.1 Discrimination

Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, marital status, national origin, disability, political affiliation with or non-affiliation with the Union. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section 5.2 Gender and Plurals

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6

REPRESENTATION ROSTER

Section 6.1 Official Roster

The Union shall provide to the City an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and will include the following:

- (A) NAME
- (B) IMMEDIATE SUPERVISOR

(C) POSITION HELD

Section 6.2 Release Time

Bargaining Unit members shall be granted time off without loss of pay or benefits, to perform union functions up to a maximum of fifteen (15) days per year, each year for the duration of this Agreement. Five (5) additional days will be granted during the year of contract negotiations. One (1) member will be able to attend the annual O.L.C. conference and such release time shall not count against the above listed days.

Section 6.3 Conditions of Release

As a condition for the use of release time under the above Section 6.2, the Bargaining Unit Chairman shall provide a written request to the Chief at least fourteen (14) days in advance of the date when the member(s) desires to utilize any release time in excess of two (2) hours. The Chairman shall notify the shift supervisor at least two (2) hours in advance when members desire to utilize any release time up to two (2) hours.

Every attempt should be made to avoid overtime for union release time. None of the Union activities under Article 6 shall be conducted on City paid overtime, nor if City paid overtime hours are required to fill the vacancy of the Bargaining Unit Chairman unless first approved by the Chief of Police.

ARTICLE 7
NO STRIKE-NO LOCKOUT

Section 7.1 No Strike

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the City and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Marion. Therefore:

The Union agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or abstinence in any form from delivery of services for the duration of this Agreement. When the City notifies the Union at its Columbus office and/or the local Bargaining Unit Chairman orally or by telephone, verified by FAX message or certified mail, that any employee covered by this Agreement is engaged in any strike activity, the Union notifies striking employees that they are required to return to work and they refuse, then they become subject to the provisions of Chapter 4117 of the Ohio Revised Code.

Section 7.2 No Lockout

The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union as a result of a labor dispute with the Union provided that Union members are not in violation of Section 7.1 of this Article.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined

A grievance is any unresolved question or dispute regarding the wages, hours, terms and conditions of employment of non-probationary bargaining unit members, including but not limited to unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 8.2 Qualification

A grievance can be initiated by the Union or any aggrieved bargaining unit member.

Section 8.3 Jurisdiction

Nothing in this Grievance Procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as the member's remedy some other official body (and that body takes jurisdiction) the member is thereafter denied the remedy of the grievance procedure provided herein.

Section 8.4 Grievance Representatives

The Union may designate not more than three (3) Grievance Representatives to administer this Article. Representatives shall not receive overtime pay to engage in the grievance process. Representatives shall be selected as follows:

One (1) representative per shift for a total of three (3) representatives. One (1) of the three (3) representatives may be selected to serve as Chairman. The Union shall notify the City within thirty (30) days of their selection.

Section 8.5 Duties of Grievance Chairman

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairmen, shall include the following:

- A. Representing the member in investigating and processing grievances beginning at Step 2 of this Procedure.
- B. Replacing a Grievance Representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process, and of Grievance Representatives.
- D. Act as liaison between the City and the Union on matters concerning grievances and this Agreement.

A Chairman shall be released from normal duty hours, upon approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld. A Grievance Chairman shall be allowed reasonable necessary time during scheduled working hours to perform the aforementioned duties and shall notify the Chairman's supervisor in advance of such duties.

Section 8.6 Grievance Procedure:

STEP 1

- A. A member having an individual grievance will first attempt to resolve it informally with the member's immediate supervisor. This first attempt shall be made by the member/grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance having occurred or is first known by the member-grievant. Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 8.7) beyond the ten (10) calendar day time limit shall not be considered. At this step, there is no requirement that the grievance be submitted, or responded to, in writing. However, a grievance representative may accompany the grievant should the latter request such attendance. If a supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance shall be furnished. If the member is not satisfied with the oral response from the immediate supervisor, which shall be given within ten (10) calendar days of the informal request, at this step the member may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing by a member pursuant to Step 1, the Grievance Chairman shall be advised of the grievance.

STEP 2

- A. Should the member-grievant not be satisfied with the answer in Step 1, within ten (10) calendar days thereafter the member may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Chief or the Chief's designee if the Chief is absent from duty. The Chief or designee shall date the Form, accurately showing the date the office received the Form.
- B. Within ten (10) calendar days of receipt of the Grievance Form, the Chief or designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman will bring the member-grievant to the meeting.

- C. In the meeting called for at this Step, the Chief or designee shall hear a full explanation of the grievance and the material facts relating thereto.
- D. Within ten (10) calendar days of the meeting in this Step, the Chief or designee shall submit to the Grievance Chairman the written response to the grievance.

STEP 3

- A. Should the member-grievant not be satisfied with the answer in Step 2 within ten (10) calendar days thereafter he may appeal the grievance to the Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Safety/Service Director or designee. The Safety/Service Director or designee shall date the Form, accurately showing the date his office received the Form.
- B. Within ten (10) calendar days of his receipt of the grievance Form, the Safety/Service Director or designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman. The Grievance Chairman may bring the member-grievant and the appropriate Grievance Representative to the meeting.
- C. In the meeting called for at this Step, the Safety/Service Director or designee shall hear a full explanation of the grievance and the material facts relating thereto.
- D. Within ten (10) calendar days of the meeting in this Step, the Safety/Service Director or designee shall submit to the Grievance Chairman the written response to the grievance.

STEP 4

If the member-grievant is not satisfied with the answer in Step 3, the O.L.C. may:

- A. Within ten (10) calendar days, by mutual agreement, request the matter be mediated through the S.E.R.B. grievance mediation process.
- B. Within twenty-one (21) calendar days appeal to arbitration as shown in Step 4 paragraph C. below. When applicable, time in both paragraphs A and B will run concurrent.
- C. Within ten (10) calendar days of receipt of intent to file under the grievance arbitration procedure, the City and the O.L.C. shall by joint

letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names of the arbitrators until only one name remains. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the O.L.C. and the availability of the arbitrator. The arbitrator shall reduce the award to writing and state the reasons for reaching the decision. Said award shall be responded to the parties as soon as possible after the date of hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Both the City and the O.L.C. shall share equally in the cost of the arbitrator.

Section 8.7 Time Off for Presenting Grievances

A member and the member's Grievance Representative shall be allowed time off from regular duties for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors without loss of pay or benefits. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal the grievance or have it heard.

Section 8.8 Time Limits

It is the City's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the Administration's designated representative may mutually agree, at any Step, to short time extensions for the Administration's answer, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, at any Step where a response is not forthcoming within the specified time limits, shall cause the grievance to be resolved against the party which failed to meet the specified time limit.

Section 8.9 Representatives in Meetings

In each Step of the Grievance Procedure outlined in Section 8.6, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, providing such additional representative or representatives have input which may be beneficial in attempting to bring resolution to the grievance.

Section 8.10 Grievance Form

The Union shall develop and supply a Grievance Form. Copies of the completed Form, including the action taken, will be distributed as provided in Section 8.6.

Section 8.11 Access to Documents/Materials

All documents and other materials upon which the City relies as the basis for action taken that gave rise to the grievance shall, upon request, be furnished to the Union. The Union will, upon request, furnish to the City all documents and other materials upon which it relies as the basis for its position on the grievance.

ARTICLE 9
LAYOFF AND RECALL/PROBATIONARY PERIOD

Section 9.1 Seniority List

A seniority list for the bargaining unit shall be kept by the City and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

Section 9.2 Layoff Notification

When the City determines that a layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The City, upon request from the Union agrees to discuss, with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 9.3 Layoff

The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by seniority regardless of full time or part time employment status. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.

Section 9.4 Recall Notification

Notice of recall shall be sent to the employee, by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

Section 9.5 Time Limits

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 9.6 Probationary Period

Each newly appointed member of the Bargaining Unit shall serve a probationary period of one (1) year from the date of appointment, except the probationary period will extend day for day any sick or injury leave hours. The first step increase will be given when the

probationary period has been successfully completed.

Recalled employees shall not serve a probationary period upon reinstatement from a layoff, except that employees serving a probationary period at lay-off shall be required to finish such probationary period.

Probationary employee's evaluations will be reviewed at the labor management committee meetings. Probationary employees may be terminated at anytime during probationary period and such termination shall not be subject to the grievance procedure.

ARTICLE 10

ORDINANCES, RULES AND REGULATIONS

Section 10.1 Ordinances

The City agrees, upon request, to furnish the Union with a copy of any ordinance pertaining to the Bargaining Unit, which is pending before the Marion City Council.

Section 10.2 Rules and Regulations

The City agrees that Rules, Regulations, Policies and Procedures of the Bargaining Unit shall be furnished to all members of the bargaining units on CD once each year. A written form of the rules and regulations, policies and procedures will be available in the communications room. The rules and regulations, policies and procedures shall be maintained on the server at the Marion Police Department.

To the extent possible the City agrees that amendments to the Rules, Regulations, Policies and Procedures shall be provided to the Union in written form fourteen (14) days in advance of their implementation. The Union may request a meeting of the Labor-Management Committee to see clarification or to present alternative viewpoints with respect to such amendments.

The Rules, Regulations, Policies and Procedures shall be applied and interpreted consistently by the City and may not violate any provision of this Agreement.

Nothing herein shall be construed in any manner as a limitation on the City's right to initiate or alter its work rules, policies or directives.

ARTICLE 11

INVESTIGATIONS AND DISCIPLINE

Section 11.1 Internal Investigations

- A. Employees shall be informed of basic facts of an incident prior to any questioning, and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential charges. This paragraph is not applicable in the case of an investigation of alleged

criminal activity.

- B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, the employee shall be read Garrity Rights and advised that such conduct, if continued, may be the basis for such a charge.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. All interrogations and/or interviews of members conducted in conjunction with an investigation, may be tape recorded by mutual agreement in which case either or both parties will be allowed to tape. A copy of any employee's statement which is reduced to writing shall be provided to the employee or the employee's representative.
- E. When any anonymous complaint is made against an employee and if, after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.
- F. Any employee, who is charged with violating Department Rules and Regulations, will be provided access to transcripts, reports, records, lists, and written statements pertinent to the case.
- G. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record, suspension, reduction or removal will or may result, the employee will be notified when first questioned, that such result is possible. At any time after this notification, the member, if requested, shall be given a reasonable opportunity to consult with an appropriate Union representative and/or an attorney before being required to answer further questions.
- H. The City shall not use a polygraph machine or any other mechanical, or electrical means to investigate the truth of statements made by members. No member shall be required to submit to such tests and no disciplinary action shall be taken against a member who refuse to permit any such tests.
- I. Neither the City nor the employee shall utilize any type of surveillance device to record or transcribe any conversation or action of employees unless disclosure of such device is made prior to such recording, except upon the authority of the courts.

- J. The City shall not in the course of an investigation obtain evidence through the use of threats, coercion, promises or administrative pressures.
- K. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within forty-five (45) days from the filing of the complaint.

Section 11.2 Disciplinary Procedure

- A. No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.
- B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It should be corrective in nature and applied in a uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion or discharge. More severe discipline may be instituted for other than minor offenses when the circumstances warrant.
- C. The City agrees not to suspend, demote or discharge an employee without first conducting a predisciplinary conference as required by law. This conference is to be held between the City, the employee, and a Union representative if the employee so desires. Conferences, where practical shall be conducted at hours reasonably related to the employee's shift, preferably during his work hours.
- D. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

No public disclosure of any disciplinary action taken or proposed against any employee shall be made unless criminal charges have also been filed or the City is otherwise required to do so in compliance with current law.

ARTICLE 12
PERSONNEL FILE

Section 12.1 Personnel File

There shall be only one official personnel file maintained by the City.

- A. Every member shall be allowed to review that member's personnel file at any reasonable time upon request. A member may also authorize an attorney to review the personnel file. Such request shall be made to the Chief and review of the file shall be made in the presence of the Chief or the Chief's designated representative.

Public review of personnel records shall be according to current state law and case law. When a request for disclosure of a personnel record is made by a member of the public, notice of such request and the identity of the requestor, will be given to the affected employee(s). The employee may request a meeting with the keeper of the records to discuss any appropriate reason some records should not be released.

- B. Any member may copy documents in that member's file. The City may levy a charge for such copying, such charge shall bear a reasonable relationship to actual costs.
- C. If upon examining the member's personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Safety/Service Director explaining the alleged inaccuracy. If the Safety/Service Director concurs with the member's contentions, the Director shall remove the faulty document. If the Safety/Service Director disagrees with the member's contention; the Director shall attach the member's memorandum to the document in the file and shall note thereon the Director's disagreement with the memorandum's content. To the extent applicable, the provisions of the section shall serve as a substitute for the provisions of Chapter 1347 O.R.C.
- D. Except for routine hiring material and workers compensation claims material, no document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy. Anonymous material shall never be placed in a member's personnel file. Any employee's signature on a document shall mean the member has seen the document and not that the member agrees with its content unless it is so stated on the document. The member shall be the last person to sign a document and no comments may be made on recorded copies thereafter.
- E. Records of discipline shall cease to have force and effect or be considered in future discipline matters, providing there are no intervening disciplinary actions taken during the listed time periods according to the following schedule:

1.	Records of Counseling	Six (6) months
2.	Records of Written Reprimands	One (1) year
3.	Records of Suspension	Two (2) years
4.	Records of Demotion or Discharge	Permanent

- F. In any case in which an action of record is disaffirmed through the Grievance Procedure, by the Safety/Service Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance and the material removed.

ARTICLE 13

LABOR/MANAGEMENT MEETINGS

Section 13.1 Representatives

In the interest of sound Labor/Management relations, the Union and the City will meet for the purpose of discussing those matters outlined in Section 2 below. No more than three (3) employee representatives of the Union, three (3) representatives of the City and one (1) non-employee representative of the Union shall be permitted to attend such meetings. Note! the parties agree to obtain S.E.R.B. training for the S.E.R.B. Labor/Management committee process as soon as can be scheduled.

Section 13.2 Agenda

The parties shall furnish an agenda and the names of their representatives who will be attending, at least two (2) days in advance of each meeting. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below.

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the City which may affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety and training matters.
- H. Other items of concern or interest as raised by one of the parties.

Section 13.3 Response

Union employee representatives attending Labor/Management meetings shall not suffer a

loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses promised by the City representatives during such meetings to items raised by Union representatives will be submitted to the Union representatives who attend such meeting within five (5) calendar days after such meeting, unless the parties mutually agree to a time extension. Written responses promised by the Union representatives during such meetings to items raised by City representatives will be submitted within five (5) calendar days after such meeting, unless the parties mutually agree to a time extension. The Union may submit a written report as a result of such meetings.

ARTICLE 14

EQUIPMENT, TRAINING AND WORKING CONDITIONS

Section 14.1 Safety Policy

The City agrees to maintain in safe working conditions all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The Union agrees to work cooperatively in maintaining safety for the bargaining unit members.

Section 14.2 Safe Equipment

The City agrees to discuss safety conditions and practices with the employees and the Union. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City utilizing the Labor/Management committee.

Section 14.3 Training

The City agrees to supply training materials and equipment for such training as is required by the State or City as a condition of employment. The employee must meet all State mandated requirements as a condition of employment. In-house and other needed training will be supplied as needed and will be determined by discussion in Labor/Management committee meetings.

Section 14.4 Meal Periods

Each employee of the bargaining unit shall be granted a meal period during each regular work shift. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard workday schedule. One (1) employee may leave the Communications Center (up to thirty (30) minutes) for meal purposes when three (3) or more communications officers are on duty. At all times two (2) employees must remain in the Dispatch Center.

ARTICLE 15

SENIORITY

Section 15.1 Definition

Seniority shall be defined as the length of total accumulated service with the Department, beginning with the initial date of appointment. Approved leaves of absence shall not be considered a break in service.

Communications Coordinator and Community Service Technician are appointed positions and shall not be affected through out the yearly bidding process as long as the positions still exist. The OLC understands that upon retirement of the current Community Service Technician, the position will be eliminated. The OLC also understands that the employer will begin the hiring process to fill an additional Communications Officer position during the next 30 days of the signing of this article.

Section 15.2 Seniority Rights

Once each year members within each classification will have an option to exercise their seniority rights in determining the shift and days off in their respective classification to which they are assigned.

On November 1st of each year, the Chief will submit to the most senior member a list, containing current full-time positions and any new full-time positions created specifically for inclusion in that year's shift offerings. The list will contain the number of positions for each shift along with the days off each position will carry. The senior member will select from the list. This process shall continue until all positions have been filled. The most senior member who has not selected shall make a selection by filling the member's name in one of the listed positions and forwarding the list to the next most senior member. The list will continue down from most senior to least senior until all members have made a selection. This list shall be completed and posted by December 1st of each year. The Chief shall post, no later than December 1st, the schedule for the following year.

Open full-time positions which occur during the course of a year, whether newly created or as a result of separation from service, shall be filled by offering the position purely on the basis of seniority as if it were on the list.

Section 15.3 Deviation

Deviation from the above completed list must be through the Labor/Management Committee. This Committee will hear any proposed changes and make a recommendation to the Safety Director. The Safety Director will have the authority to affirm or reject the Committee's recommendation.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 16.1 Intent

This Article is intended to define the hours of a workday, hours of a workweek and to define the basis for the calculation of overtime.

Section 16.2 Workday and Workweek

A workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate changes of shifts, a workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off for full time employees permanently working a forty (40) hour week. A work week shall always include two (2) consecutive days off.

Section 16.3 Overtime

All hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid at one and one-half (1 1/2) times the employees regular straight-time hourly rate.

The words "hours worked" as used in this Section shall include all hours during which the member is on paid status.

The workweek shall be computed between 12:01 A.M. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance of overtime.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

Section 16.4 Call-In Pay

"Call-in" occurs when a supervisor specifically requests an employee return to work after completion of the member's regular schedule but before the member is scheduled to return to work.

When an employee is called in, the member shall be paid at one and one-half (1 1/2) times the member's regular rate for the time worked but no less than four (4) hours for such call-in. When the call-in hours abut the normal starting time, the call will be for the actual hours worked (at one and one-half (1-1/2) times the regular rate) but no less than one (1) hour.

Section 16.5 Court Time

For each court related appearance, while off duty, employees shall be paid at one and one-half (1 1/2) times the regular hourly rate for the actual hours at such appearance but

no less than three (3) hours for such appearance. If the court appearance is connected to a regular work day, the employee will be entitled to (1½) times the regular hourly rate for actual time before or after the conclusion of their regular shift. (Example: Employee shift ends at 3:00 p.m. and court appearance is at 3:30 p.m. and concludes at 4:00 p.m., employee is entitled to one hour at 1½ times their regular rate.) Cancellation of court related appearance, with less than twenty-four (24) hour notice, shall result in one (1) hour pay at one and one-half (1 ½) times the employee's regular rate.

Employees who complete their court assignment will not be held over to meet normal shift staffing requirements.

Section 16.6 Work Schedule

An employee's work schedule is defined as the employee's regular shift assignment, days off, and unit assignment as selected in Section 15.2. Except for permanent changes approved in advance by the Chief/Staff Services Commander, any required deviation from a member's work schedule as found on the Department's assignment roster shall require the Department to pay for all such hours of deviation at the appropriate rate of pay.

Section 16.7 Overtime Opportunities

- A. The overtime opportunities shall rotate among qualified employees. A roster shall be posted containing the eligible employees for overtime and an ongoing record of hours worked or refused by each member. Scheduled overtime shall be paid at one and one-half (1 1/2) times their regular rate of pay for actual hours worked. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.
- B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.
- C. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, then the Supervisor may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any member available, excluding members who are on days off or Holiday.
- D. If for any reason paragraphs A through C have been followed and the overtime assignment has failed to be filled with the required manpower then the Supervisor may fill the assignment of the scheduled overtime by the members available who are on days off and then holiday, in that order.

Section 16.8 Pyramiding

There shall be no pyramiding of pay for the same hours worked.

Section 16.9 Compensatory Time Bank

Employees, at their option, may accumulate up to four hundred eighty (480) hours. Time will accumulate at the rate of one and one-half (1 1/2) hours for each hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay Per Article 17, Section 17.1 for all accumulated hours of time. When a member dies while in paid status in the City Service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 16.10 Communications Training Pay

Employees will be compensated one (1) and one-half hour of compensatory time for completing a majority of a shift of training with a probationary communications trainee.

**ARTICLE 17
WAGES**

Section 17.1 Wage Steps

The current wage schedule for employees is:

Class Title	Grade	A	B	C	D	D5	E5	E10	E15	E20
		\$15.53	\$17.59	\$18.99	\$19.75	\$19.91	\$20.67	\$20.81	\$20.93	\$21.07

A - Probationary Period
 Step B - 1 year after hire date
 Step C - 2 years after hire date
 Step D - 3 years after hire date

Step D5 - 5 years after hire date
 Step E5 - 9 years after hire date
 Step E10 - 10 years after hire date
 Step E15 - 15 Years after hire date

Step E20 - 20 years after hire date

The following seniority bonus shall be added to the base rate:

Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	\$0.15	\$0.25	\$0.35	\$0.45	\$0.55	\$0.75

The City shall advance an employee to the next highest pay step on the anniversary of their hire date following the required months of service in each step.

- A. Bargaining unit members permanently assigned to hours between 3:00pm and 7:00am will be paid twenty-five (25) cents per hour for all hours in paid status.

Section 17.2 Member's Contribution to Pension Fund

- A. That portion of the member contribution to the Public Employees Retirement System of Ohio (herein referred to as the "System") equal to 6% of the member's earned compensation shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Marion. The remaining portion of the member contribution shall continue to be paid by the member, using the determined method of contribution.

Effective January 1, 2012, the Employer's pick-up shall be reduced by one percent (1%) to a total of five percent (5%) of the member's earned compensation which shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Marion. The remaining portion of the member contribution shall continue to be paid by the member, using the determined method of contribution.

Effective January 1, 2013, the Employer's pick-up shall be reduced by one percent (1%) to a total of four percent (4%) of the member's earned compensation which shall be picked up (assumed and paid) on behalf of the member and, in lieu of payment by the member, by the City of Marion. The remaining portion of the member contribution shall continue to be paid by the member, using the determined method of contribution.

- B. The provisions of this Section shall apply uniformly to all members and no member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The City shall, in reporting and making remittances to the System, report that each member's contribution has been made as provided by statute.
- C. Both parties hereby declare that the sum paid hereunder by the City on behalf of the member is not to be considered additional salary or wages and shall not be treated as increased compensation. For purposes of computing the member's earnings, or basis of contributions to System, the amount paid by the City on behalf of the member as a portion of the member's statutory obligation, is intended to be and shall be considered as having been paid by the member in fulfillment of the member's statutory obligation.
- D. The term "earned compensation" shall mean any and all monies paid on or after January, 1990, to a member by the City for which there is a pension contribution under or pursuant to any provision of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

ARTICLE 18
MID-TERM BARGAINING

Section 1. Mid-Term Bargaining. If the Employer is contemplating any changes that would effect wages, hours, and/or conditions of employment for bargaining unit members and such change is a mandatory subject of bargaining in accordance with O.R.C. 4117, that:

- a. is not otherwise provided for in this contract; or
- b. cannot be implemented under the law without bargaining,

then the Employer, prior to making such change, shall inform the Union of said proposed change and negotiate to impasse with the Union concerning such change. The Employer may unilaterally implement such change after impasse is reached and the union may request that the matter be heard before a conciliator under the procedures of R.C. 4117. Except as provided for in Section 2, the parties agree to utilize the established guidelines for conciliation as provided for in the Ohio Revised Code and Ohio Administrative Code.

Section 2. Award/Decision. Within thirty (30) calendar days of receipt of the conciliator's decision, the City shall either implement the modifications in the conditions of employment in accordance with the conciliator's decision, or abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

Section 3. Costs. The cost of the conciliation proceedings shall be shared equally between the parties; however, each party is responsible for its own attorney and/or consultant's fees.

ARTICLE 19
HOLIDAYS, VACATION

Section 19.1 Designated Days

The following holidays shall be granted to each employee in Holiday time. Holiday time for full-time employees shall be eight (8) hours for each listed holiday. Actual holiday time will be defined as the time between 12:00 midnight and 11:59 p.m. the day of the below listed holidays.

New Year's Day	January 1st
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25 th

Effective July 1, 1996 each employee shall be credited with five (5) personal days each year. Holiday time and personal days in this Section shall accrue at the rate of 3.69 hours per bi-weekly pay period.

Section 19.2 Holidays Worked

Should any employee be required to work on a holiday, the employee shall receive, in addition to, the eight (8) hours of holiday time in Section 19.1, eight (8) hours pay, or compensatory time, at time and one-half (1½) the employee's regular rate. Overtime worked on a holiday shall be two times (2x) the employee's regular rate.

Section 19.3 Accrual Schedule for Vacation

The following vacation accrual schedules are hereby established:

Years of Service	Annual Accumulation
0 through 5	2 weeks - 80 hours
6 through 11	3 weeks - 120 hours
12 through 18	4 weeks - 160 hours
19 through 24	5 weeks - 200 hours
25 and over	6 weeks – 240 hours

Section 19.4 Holiday & Vacation Scheduling

Holiday & vacation scheduling shall be arranged with the prior approval of the Chief or the Chief's designee. No later than December 1st of each year the Chief of Police will issue the vacation sign up sheet for each shift and will go by seniority per shift. There will be three rounds of sign-ups and each member will have the opportunity to sign up for their allotted days. The first round of vacation sign up, each member will be allowed to take full week increments, only two weeks though in the months of June, July and August. The second round each member will be allowed to sign up for a total of 5 days, individually or consecutively. In the third round, each member will be able to choose their remaining days until they have reached their allotted amount of days. There is an understanding of the following days being blocked; days of Popcorn Festival. To request additional days during the current calendar year the request shall be turned in at least by the 20th day of the month prior to month the day is requested off in, and the request can be more than one month in advance. Special requests for time off may be granted by the Chief of Police when the circumstances merit time off, even though the request is not made in a timely manner.

Section 19.5 Accumulated Time

Holiday and vacation time may be banked up to a limit of three years accumulation . Holidays will be paid as earned in accordance with Sections 19.1 and 19.2. Upon separation from service for any reason, members shall be entitled to compensation at their current rate of pay per Article 17, Section 17.1 for all accrued but unused holiday and vacation leave to their credit at the time of separation. When a member dies while in paid status in the City Service, any unused Holiday and vacation leave to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 19.6 Furlough Days

Notwithstanding other provisions herein, for the remainder of calendar year 2011 only, between May 1, 2011 through December 31, 2011, each bargaining unit member shall be required to take eight (8) unpaid workdays off. The said unpaid day (also known as a furlough day) shall be scheduled, in so far as practical, consistent with to Section 19.4 of this Article.

ARTICLE 20
EQUIPMENT AND CLOTHING ALLOWANCE

Section 20.1 Initial Issue

The City shall furnish shirts for all new communication officers required to wear shirts. All shirts remain the property of the City and must be turned in when an employee is separated from City service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay. The City shall have the right to determine the supplier of such shirts. All other clothing worn by communication officers shall be furnished by the employee.

Section 20.2 Allowance

Each covered communication officer shall receive, through the Quartermaster System, shirts including maintenance and dry cleaning. In addition to Schedule 20.4 each communication officer shall receive five (.05) cents per hour worked for the year.

Section 20.3 Personal Property

The City shall repair or replace eyeglasses and watches damaged in the line of duty so long as the damage is not due to the employee's negligence, with the following limits: Eyeglasses as necessary to restore to their original condition. Watches up to a limit of one hundred dollars (\$100.00).

Section 20.4 Schedule

<u>Schedule</u>	<u>Allotment</u>
Short Sleeve Shirts	5
Sweatshirt (if requested)	1

Section 20.5. Community Service Technician

Community Service Technicians shall receive through the Quarter Master System (including maintenance and dry cleaning) the following items:

<u>Schedule</u>	<u>Allotment</u>
Sweat shirts	4
Shirts, short sleeve	4
Pants	5 pair

Socks	5 pair
Winter Coat	1
Shoes	1 pair
Gloves	1 pair
Belt	1

ARTICLE 21
HEALTH, LIFE, DENTAL, DRUG INSURANCE

Section 21.1 Insurance

The City shall continue to offer similar levels of coverage for health, prescription and dental insurance providing employees contribute to the premium cost of such coverage by payroll deduction each pay period as follows:

Effective May 1, 2011, the Employer shall pay eighty percent (80%) of the insurance premiums and the Employee shall pay twenty percent (20%).

Beginning 1-1-09, HSA payments will be funded quarterly. However, if the member's medical expenses are such that additional payments into the HSA fund are needed, the Auditor will be provided an explanation of the benefits and the additional funds will be placed into the member's HSA account. Effective 7-1-08, the employees shall pay the current rate of contribution into the HSA fund and the Employer's current contributions into the HSA fund shall not decrease. Effective 1-1-11, the Employees contribution into the HSA Fund shall increase by three dollars and fifty cents (\$3.50) per pay period for family plan and one dollar and seventy-five cents (\$1.75) for individual plan.

Section 21.2 Insurance Opt-out

Effective July 1, 2002, an employee who "opts-out" of the City provided health insurance plan shall receive one hundred dollars (\$100.00) per month. Such employee must provide proof of insurance coverage from an insurance plan not funded by the City of Marion.

Section 21.3 Insurance Committee

During the life of this Agreement, the City shall continue to use of the function of the "insurance committee".

Section 21.4 Life Insurance

The City shall provide coverage at a minimum of twenty thousand (\$20,000) with a forty thousand dollar (\$40,000) Accidental Death and Dismemberment limit.

ARTICLE 22
TUITION REIMBURSEMENT

Section 22.1 Reimbursement Program

Each member who is subject to the provisions of this Agreement shall be eligible for a reimbursement as listed below in courses of instruction voluntarily undertaken by the member and subject to the following conditions:

- A. All courses must be job related as approved by the Safety/Service Director. All courses must be taken during non-scheduled working hours. All scheduled hours for courses of instruction must be filed with the officer's immediate supervisor and with the Safety/Service Director's office. All scheduled times of courses must be approved by the Safety/Service Director. Any situation, which in the discretion of the Safety/Service Director, would require a member's presence on the job shall take complete and final precedence over any times scheduled for courses.
- B. Any financial assistance received from any governmental or private agency shall be deducted in the entire amount from the full tuition reimbursement the member is eligible for under this Section.
- C. Reimbursement for tuition will be made up to \$150.00 per credit hour or \$2,500.00 a year total per person when the member presents a receipt of payment from the institution confirming satisfactory completion of the approved course..
- D. Reimbursement will be for 90% of the tuition for a passing grade of C or above.
- E. After receiving tuition reimbursement, Employees will be expected to repay the City in the following manner if they voluntarily leave the employment of the City:
 - 1. Persons working on a Post Graduate/Masters Degree will reimburse the City if they leave within three (3) years after receiving reimbursement.
 - 2. Persons working on a Bachelors Degree will reimburse the City if they leave within two (2) years after receiving reimbursement.
 - 3. Persons working on an Associates Degree or Ohio Peace Officer Training (OPOTA) Certification will reimburse the City if they leave within one (1) year after receiving reimbursement.

These regulations do not apply to training which is taken at the specific direction of management and for which the City pays the full cost of tuition and other expenses.

ARTICLE 23

LEAVES

Section 23.1 Injury Leave

- A. Any employee in the bargaining unit who is disabled as a result of physical injury suffered in the discharge or performance of the employee duties shall be entitled to receive full salary during such period of disability, for a period as follows:
1. Thirty (30) calendar days from date of injury if injury requires no hospitalization.
 2. Forty-five (45) calendar days from date of injury for a fracture of broken bone.
 3. Ninety (90) calendar days from date of injury for injury resulting in hospitalization or surgery.
- B. The following conditions will apply to injury leave:
1. The employee, if able, must file, in writing, an accident report within 24 hours of the accident with the Officer in Charge.
 2. The employee must file a Worker's Compensation claim to qualify for injury leave.
 3. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
 4. If the City disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the City.
 5. If the doctor chosen by the City disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Worker's Compensation claim. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Worker's Compensation claim will be determinative.
 6. Any payment from Worker's Compensation for a covered claim during the above ninety (90) day injury leave shall be turned over to the City.
 7. Physical injury for purposes of this Article shall be defined as any

injury compensable under the Worker's Compensation laws of the State of Ohio.

- C. The Safety/Service Director may grant up to an additional six (6) months of injury leave following the injury, under the terms of this Article on a case-by-case basis.
- D. Any employee on injury leave shall be required to report for light duty assignments or transitional work program, as offered by the Employer, with the approval of the employee's attending physician.

Section 23.2 Sick Leave

- A. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status may be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave time any one (1) employee may acquire is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Employees who transfer between departments, or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with any unused balance of sick leave. All employees will be eligible for payment of sick leave upon retirement up to a maximum of one-third (1/3) of the accumulated hours, up to a limit of seven hundred twenty (720) hours. When an employee(s) passes away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 ORC, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payments shall be based on the rate of pay of the employee at that time per Article 17, Section 1. On December 1 of each year each employee may elect to sell back, [_____] (intentionally left blank) compensatory time, or vacation time, sick leave according to the following schedule providing at least two hundred forty (240) hours remains in their sick leave accumulation.

Tracking for sick leave use under this Section shall begin the day after the cut off date for the last sell back.

Eight (8) hours or less used	Forty (40) hours sell back
More than eight (8) hours but not more than sixteen (16) hours used	Thirty-two and a half (32.5) hours sell back
More than sixteen (16) hours used	Twenty-five (25) hours sell back

- B. Sick leave may be requested for the following reasons:

1. Illness of the employee or injury/illness/death of the employee's immediate family where the employee's presence is reasonably necessary.
2. Exposure of employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
3. Medical, dental, or optical examinations or treatment of employee or such examinations or treatments to a member of the employee's immediate family, where the employee's presence is reasonably necessary.
4. Childbirth, and/or related medical conditions.
5. Injury of the employee after "Injury Leave" has expired.

- C. An employee requesting sick leave shall cause notification to the employee's immediate supervisor or other designated person, of the fact and the reason no later than one-half (1/2) hour prior to the time the employee is scheduled to report to work unless other arrangements have been made with the supervisor.

Upon the employees request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Safety/Service Director, be granted an unpaid personal leave of absence.

- D. Immediate family is defined as spouse, child, mother, father, foster parent or guardian, brother, sister, stepchildren, stepbrother, stepsister, stepparents, half-brother, half-sister, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any person living with the employee on a continuous basis.
- E. A medical certificate from a licensed physician certifying or affirming as to the nature of the illness and the employee's capability to return to work must be presented to the supervisor by an employee who has been ill for seven (7) consecutive days or the employee will not be permitted to return to work. A certificate or affidavit may be required for less than seven (7) days absence. The failure to present such a certificate or affidavit may result in loss of pay or other disciplinary action for the time absent.
- E. Each employee shall be responsible to see that they accumulate less than seven (7) points in a rolling twelve (12) month period to assure their continued

employment with the City. If an employee accumulates seven (7) points in a twelve (12) month period, the employee shall be subject to the disciplinary procedure. Points are accumulated by the following standards:

<u>ABSENCE</u>	<u>w/o DOCTORS SLIP</u>	<u>w/ DOCTORS SLIP</u>
Late for work	½ point	0 points
Off sick (less than 4 hrs)	½ point	0 points
Off sick (4 – 8 hours)	1 point	½ point
Off sick (9- 24 hours)	1 ½ points	1 point
Off sick (24 hrs. or more)	2 points	1 ½ points

Employees that do not use any sick leave during any two (2) consecutive pay periods shall have their point total reduced by one (1) point.

The employee's supervisor shall keep track of accumulated points and should counsel employees at least quarterly or when an employee has reached four (4) points.

Section 23.3 Bereavement Leave

Bereavement leave may be used for death in the immediate family (as listed in Section 23.2 - D) and shall consist of no more than three (3) days per death.

Section 23.4 Military Leave

- A. PAID LEAVE - Bargaining unit members who are members of the Ohio National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or the U.S. Naval Reserves, shall be granted military Leave of Absence with pay in addition to vacation leave when ordered to temporary active duty or when ordered to military training exercises conducted in the field for a period not to exceed twenty-two (22) eight hour days (176 hours) during each calendar year. Excepting and providing that when the Chief Executive Officer of the United States declares that a state of emergency exists, then, in that event the member, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this Section for a period, or periods, whether or not consecutive, not to exceed twenty-two (22) eight hour days (176 hours) during each calendar year. A member shall be paid regular salary for the period of time so served. Where it is to the advantage of the City and on the approval of the Chief, military leave of up to fifteen (15) additional calendar days may be granted.
- B. MILITARY LEAVE WITHOUT PAY - A member shall be granted a Leave of Absence without pay to serve in the Armed Forces of the United States of America or any branch thereof. Members in a probationary period shall not be granted such leave. Such Leave of Absence shall be governed by the following principles:
 - 1. No eligible member shall lose rank, grade, or seniority enjoyed at

the time of enlistment, induction, or call into the active service, (other than for military training leave) of the Armed Forces of the United States of America or any branch thereof, except that a provisional member at the time of entering active military service shall not be entitled to restoration to the position if an eligible list from which appointments to such positions may be made has been established prior to the member's application for restoration to such position.

2. Any member who has entered the service as stated above, upon Honorable Discharge from the service and establishment of the fact that the member's physical and mental condition has not been impaired to the extent of rendering the member incompetent to perform duties of the position, shall be returned to the position he held immediately prior to enlistment or induction into the service or to a position of equal rank and grade. Such member must request restoration to the position within ninety (90) days of receiving an Honorable Discharge from the Armed Forces or the position will be declared vacant. Nothing contained in this Section shall obligate the City to pay a member who is on Military Leave of Absence.
3. Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise restoration rights within the prescribed time.
4. The term "Armed Forces of the United States" as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
5. Any member transferred or advanced to a position by reason of a vacancy caused by a member serving in the Armed Forces shall be returned to the position the member held before said transfer or advancement, or to a position of equal rank or grade upon the return of the member from service.
6. A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service, upon the return of that member from the service, shall be placed on an eligible list in the order of the members' original position.
7. In any case where two (2) or more members who are entitled to be restored to a position left the same position in order to enter the Armed Forces, the member with the greatest seniority in that

classification shall have prior restoration right without prejudice to the reemployment rights of the other member or members to be restored.

8. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.
9. Where service in the Armed Forces results from enlistment, leave shall not be granted for more than one (1) voluntary enlistment.

Section 23.5 Special Leave

- A. **JURY DUTY LEAVE** - A Bargaining Unit member, while serving upon a jury in any court of record will be paid the member's regular salary for each of the member's workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. Members are required to reimburse the City for monies received when serving on Jury Duty while serving at the same time the member was scheduled to work.
- B. **EXAMINATION LEAVE** - Time off with pay shall be allowed Bargaining Unit members to participate in Civil Service Tests or to take a required examination, pertinent to their current City position, before a State or Federal Licensing Board.

Section 23.6 Leave of Absence

Upon the written request of a permanent employee, the Safety Director may grant the employee a leave of absence without pay in according with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the Police and/or Fire Departments by improved performance, or for other related reasons shall not exceed two (2) years.
- C. An employee shall submit to the Chief pertinent information relating to the training for which the leave is requested.
- D. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- E. Upon completion of a leave of absence, the employee is to be returned to the position, in their classification, formerly occupied or another position at a similar level should the original position be abolished.
- F. If an employee fails to return to work upon the expiration of an authorized

leave, that employee shall be considered as having resigned.

- G. An employee on leave does not earn sick or vacation leave credit. Time spent on leave shall, however, be considered in determining length of service for purposes where tenure is a factor.
- H. If it is determined that an employee is not actually using the leave for the purpose specified, the City may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action the City deems appropriate.

Section 23.7 Release From Employment

The City shall release employees from the workforce no later than one (1) year after going on non-paid status.

ARTICLE 24
MISCELLANEOUS - ECONOMIC

Section 24.1 Expense Reimbursement

The City shall reimburse employees for all job related expenses, including meals, while working on special assignments. Meals shall be reimbursed up to a maximum of thirty-five dollars (\$35.00) per day in state and up to a maximum of fifty dollars (\$50.00) per day out of state. However, special assignments of one (1) day in state without overnight stay shall not be reimbursable, but the Chief, at his discretion, may grant up to fifteen (\$15.00) dollars under unusual circumstances. Personal vehicle mileage shall be reimbursed at the Internal Revenue Service (IRS) rate. The employee must submit necessary receipts along with the request for payment.

Section 24.2 Staffing

The City agrees to make every reasonable effort to keep the Department up to full strength to help ensure the safety of the members on duty and to provide proper service to the City residents.

Section 24.3 Copies of Agreement

The Labor Council will provide each covered employee, at no cost to the employee, a copy of this Agreement within forty (40) days from the date this Agreement is ratified by both parties.

ARTICLE 25
SUBSTANCE TESTING

Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the

right to insist on an alcohol and drug-free environment and to be free from direction by any individual where reasonable suspicion exists to believe that an individual to be under the influence of alcohol or drugs. Therefore the following shall apply:

Section 25.1 Testing: Drug and alcohol testing may be conducted on employees, post-incident, reasonable suspicion, or randomly or following a work related accident that results in the filing of a workers compensation claim. Random testing may test one (1) bargaining unit employee once each quarter unless there is already reasonable suspicion. Random testing will be implemented effective January 1, 2003. The parties shall meet in Labor/Management meetings to develop protocols for random testing.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive property damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 25.2. Screening: All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services 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 or its equivalent. The procedures utilized by the City and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample

method of collection shall be used and shall follow prescribed testing procedures. Collection of samples for all random testing shall take place in the police department or some other location that affords officers' privacy.

Section 25.3. Alcohol Testing: Alcohol testing shall be done in the same manner as is used to detect drivers operating a motor vehicle under the influence. A positive result from an alcohol test means a level of impairment, as evidenced by test results meeting or exceeding those specified in ORC. 4511.19(A)(2), (3) or (4).

Section 25.4. Test Results:

- A. The results of the testing shall be delivered to the City 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. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Article may be grounds for discipline.
- B. The City may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the City may discipline the employee. The use of illicit substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

Section 25.5. Retesting Procedure:

- A. If a drug screening test is positive, the employee may, upon written request have the split sample tested by a 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 tested split sample confirms the results of the first test, the City may proceed with the sanctions as set forth in this Article.
- C. In the event that the tested split sample contradicts the result of the first test, the tested split sample result is determined to be the final result. The results of this test, if positive, shall allow the City 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.

Section 25.6. Laboratory: The name of the testing laboratory shall be maintained by the City. This laboratory shall conduct any testing directed by the City.

Section 25.7. Employee Sanctions: If the testing required above has produced a positive result, the City may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or

detoxification program shall be allowed to use vacation leave, compensatory leave, personal leave and sick leave for a period of the rehabilitation or detoxification program. Any time used shall be in the order listed above. 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 may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any 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 medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 25.8. Failure to Comply: If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 25.9. Cost of Tests: Costs of all drug screening tests and confirmatory tests shall be borne by the City as well as for costs of a rehabilitation or detoxification program which exceeds the amounts paid by insurance, up to an amount equal to that paid by the insurance.

Section 25.10. Records of Results: All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law and may not be used for criminal prosecution.

Section 25.11. Good Faith: The City shall use the drug testing procedure in good faith. It shall not be used as a method to harass the employees.

ARTICLE 26

FAMILY MEDICAL LEAVE

Section 26.1 Eligibility

Employees who have worked for the City for at least twelve (12) months, and who have worked for at least 1,250 hours over the twelve (12) month period preceding the leave, shall be eligible for up to twelve (12) weeks of paid or unpaid FMLA leave during any twelve (12) month period for one or more of the following reasons:

- A. For birth of a child, and to care for the newborn child;
- B. For the placement of a child for purposes of adoption or foster care with the member;
- C. The care of a spouse, child or parent with a serious health condition.
- D. A serious health condition affecting the member to the extent that the member is unable to perform the essential functions of his position.

Section 26.2 Employee Notice Requirements

The employee must give the Employer thirty (30) days notice of the need for FMLA leave, along with the anticipated time for and duration of the leave, when such need is foreseeable. When the leave is not foreseeable, or thirty (30) days notice is not practicable, the employee will provide notice within one or two days of the employee's becoming aware of the need for the leave. The notice does not have to reference the FMLA, but a valid reason under the FMLA and defined in this contract must be given in writing to the direct supervisor unless it is a medical emergency. If an employee fails to provide 30 days notice when the need for the leave was clearly foreseeable, the City has the right to deny said leave until 30 days after the employee provided notice.

Section 26.3 City Notice Requirements

When an employee notifies the City of the need for FMLA leave, the City will provide the employee with the following information:

- A. That the leave will count against the annual FMLA entitlement
- B. Certification requirements will apply (i.e. serious health conditions (as defined in the contract), fitness for duty) with documentation as defined in this contract.
- C. Except as noted in this section, employees are required to first use vacation leave until exhausted, then personal until exhausted, then sick leave until exhausted as defined in this contract. The employee may use compensatory time after other leave time had been exhausted. For maternity leave purposes, the employee may use sick leave prior to using vacation or other accrued time. For paternity leave, a member may use up to two (2) weeks of sick leave, prior to using vacation or other accrued leave, if the member provides the employer with a medical certificate from a licensed physician stating that the employee's presence is necessary to care for the employee's immediate family member.
- D. Premium payments for continuation of health benefits and liability for premiums paid by the City in the event the employee fails to return to work.
- E. Reinstatement rights as defined in this contract.

Section 26.4 Medical Certification

The City will require medical certification from a health care provider to support the request for FMLA leave based upon the serious health condition of the employee or employee's family member. The employee requesting leave must provide said certification within 15 days. If the employee does not provide medical certification within 20 days, the City may deny the employee's request for leave (or continued leave).

A certification must include a statement that the employee is needed to care for a seriously ill family member or that the employee is unable to perform the functions of the employee's position (as appropriate). The certification will also state the date the condition started, the expected duration of the condition and appropriate medical information regarding the condition.

The City may require the employee to obtain a certification from a second health care provider to support the request for leave at the City's expense. If the first and second opinions differ, the City may require a third opinion, also at the City's expense. The third opinion will be binding. The City may require the employee to obtain subsequent recertification more often than every thirty days to support continued leave. The City will require recertification more often than every thirty days if the employee requests an extension of leave, if circumstances have changed since the original certification, or the City has information raising a question regarding the validity of the original certification, the City will require periodic reports to the supervisor of the employee regarding the employee's status and intention to return to work.

Section 26.5 Use of Paid Leave and Unpaid Leave

- A. The City will require the employee to use accrued paid leave. Accrued paid vacation and or personal leave may be substituted for any FMLA qualifying purpose. An employee may not require the City of Marion to provide such paid (sick) leave in a situation in which the City would not normally provide such paid (sick) leave. The employee requesting accrued paid leave, even for an FMLA qualifying purpose, need not assert FMLA rights. However, if such leave is denied, the employee will need to articulate a qualifying reason so that the City will be aware that leave must be granted. In the above circumstances, when an FMLA qualifying reason has been articulated, the City will designate the paid leave as a substitute for FMLA leave and count that leave against the employee's 12 week entitlement. It is the City's responsibility to designate leave, whether paid or unpaid, as FMLA qualifying, based upon information provided by the employee. It is the City's further responsibility to notify the employee that leave is being designated and counted as FMLA leave.
- B. Husband and Wife Employed by Same Employer: If leave is taken for the birth or placement of a child, a husband and wife employed by the same employer are entitled to only 12 weeks of FMLA leave total between them. If both parents use the 12 weeks (i.e. husband and wife each use 6 weeks of leave), each spouse remains eligible for the remainder of that employee's or 12 weeks for other qualifying reasons.
- C. Intermittent Leave: FMLA leave need not be taken in a continuous period of time. Rather, leave may be taken intermittently, in separate blocks of time ranging from an hour or more to several weeks. Similarly, FMLA leave may be used by an employee to create a "reduced leave schedule" (i.e. to a part time schedule). Intermittent leave is available in

case of birth or placement of a child only with the Chief or his designee's agreement. Intermittent leave to care for a seriously ill family member or because of the employees own condition is available when it is medically necessary,

Under an intermittent or reduced leave schedule only the amount of leave actually taken may be counted against the 12 week entitlement. Thus, for example, in an employee normally works a five-day week, and takes one day of FMLA leave per week, the employee used 1/5 of a workweek of FMLA leave per week.

- D. Calculating the Leave Period: The City will use a rolling 12 month period measured forward from the date the leave is used.

Section 26.6 Maintenance of Benefits

- A. The City will maintain health benefits for an employee on FMLA leave to the extent such benefits are provided to employees continuously employed. Changes to benefit plans apply to employees on FMLA leave as they do to other employees. The City's obligation to maintain health benefits ceases, except as provided under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), when it becomes known that the employee is not returning to work.
- B. The City will maintain other benefits (i.e. life insurance, accidental death and dismemberment insurance).
- C. In the case of paid FMLA leave, the employee paid shares of health benefit premiums will be paid in the customary manner, through payroll deduction. In the case of unpaid FMLA leave, the City will expect the employees regular co-payment when the payroll deduction would normally occur, however, it is the employee's option to pay in advance. This will serve as advance written notice that the arrangements must be made in the City Auditor's office at the beginning of the FMLA leave.

The City may discontinue the health benefits of an employee who is more than 30 days late in paying the employee share of health benefit premiums. An employee may elect not to have health benefits coverage during FMLA leave. In the case of non-payment the City will pay the employee's share of the premium and will recover the cost from the employee. In addition to recovering the cost of an employee's share of premiums, the City will, except in certain circumstances, recover the cost of its share of premiums paid during unpaid FMLA leave if the employee fails to return to work after the FMLA leave entitlement ends. The City will not attempt to recover its share (but will recover the employees co-pay) of the premiums paid during unpaid FMLA leave if the employee fails to return to work after the FMLA entitlement ends, if the employee's

failure to return to work is due to continuing (or recurring) serious health condition of the employee or employee's family member, the employee is laid off while on leave or other circumstances beyond the employee's control, such as involuntary transfer of the employee's spouse to a different area of the country.

Section 26.7 Return to Work

- A. The City will require a certification that the employee is able to return to work (fitness for duty certification), from the condition for which leave was taken. The employee not providing the required fitness-for-duty documentation will be denied reinstatement until such time as the certification is provided.

- B. With one limited exception, an employee is entitled to be reinstated to the same job or an equivalent position with equivalent pay, benefits and other terms and conditions of employment upon return from FMLA leave. In addition to having the same pay, benefits and other terms and conditions, an equivalent position will involve the same or substantially similar duties and responsibilities which must entail substantially equivalent skill, effort, responsibility and authority. A employee requiring special qualifications that have lapsed during the leave will be provided a reasonable opportunity to regain such qualifications (i.e. renew license).

ARTICLE 27
JOB POSTING AND BIDDING PROCEDURE

Section 27.1 Job Posting

When a vacancy occurs in a position in this bargaining unit, and the City decides to fill such vacancy, the job will be posted on forms provided by the City. The Posting shall be for a period of seven (7) calendar days. The posting will state the posting date, removal date, job title and wage rate.

Section 27.2 Eligibility

Selection to fill the posted position shall be made by the City from bidding members of this bargaining unit on the basis of ability to perform the job, past work record and seniority. Any employee of the bargaining unit may apply for (bid) but shall not have a right to the job unless the employee has occupied the present position for at least twelve (12) months. Such time limit may be waived by the City if circumstances warrant.

Section 27.3 Probationary Period

Any employee who is awarded a position under the terms of this Article will serve a probationary period not to exceed ninety (90) calendar days. The employee will be evaluated at intervals not to exceed 30 days in length and if it is determined by any evaluation that the employee cannot fulfill the job requirements the employee will be transferred back to the previously occupied position.

ARTICLE 28
DURATION

Section 28.1 **Duration**

- A. This Agreement shall be effective as of the 1st day of May 2011, and shall remain in full force and effect until the 30th day of April 2014.

- B. Notwithstanding other provisions contained herein, On or after October 1, 2011, either party may reopen this Agreement for the purpose of negotiating wages and the employer contribution to the health saving account (HSA) for 2012 and 2013. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board which shall be provide to the other party and shall be conducted in accordance with the dispute resolution procedures contained in Chapter 4117 of the Ohio Revised Code on the effective date of this collective bargaining agreement.

- C. If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor late than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the Bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

ARTICLE 29
BARGININIG UNIT APPLICATION OF CIVIL SERVICE LAW

Section 29.1.

In accordance with the section 4117.10 (A) of the Ohio revised code the following articles and/or sections thereof, as provided within this agreement, specifically supersede and prevail over those corresponding subjects addressed in the Ohio Revised Code Section 9.44, 124.01 through 124.56, local ordinances of the City of Marion, and the Rules and Regulations of the Civil Service Commission of the City of Marion.

<u>Contract Article</u>	<u>Statute/regulation preempted</u> (statutory reference is intended to include all related MCSC Rules and Regulations)
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Article 9	ORC 124.321-124.328;ORC 124.37;ORC 124.27;ORC 742.371.
Article 8	ORC 733.35;ORC 737.12
Article 15	ORC 9.44;ORC 124.321;ORC 124.328; ORC 124.37; ORC 742.371
Article 16	ORC 737.07
Article 19	ORC 9.44; ORC 737.07

Section 29.2

The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 9.44, 124.01 through 124.56, nor any local ordinance of the City of Marion or rules and regulations of the Civil Service Commission of the City of Marion, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit where such matter has been address by this agreement.

Section 29.3

Notwithstanding that which is set forth above, it is expressly understood that the ORC 124.388 and ORC 124.57 shall continue to apply to bargaining unit employees.

Contract Article	Statue/Regulation Preempted
Article 23.	ORC 124.38; 124.39; and 737.07
Letter of Understanding (promotions)	ORC 124.23; and 124.31

Section 29.4

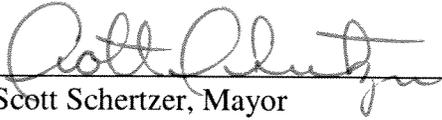
It is understood that Sections 124.57 and 124.388 of the Ohio Revised Code shall continue to apply to all bargaining unit employees. It is expressly understood that the City of Marion Municipal Civil Service Commission shall have no authority or jurisdiction related to bargaining unit employees and matters covered by

SIGNATURE PAGE

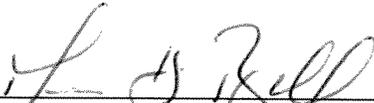
Signed this 10th day of July, 2011.

FOR CITY OF MARION:

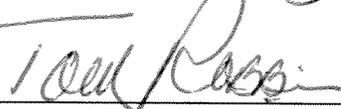
FOR THE FRATERNAL ORDER OF
POLICE, OHIO LABOR COUNCIL:

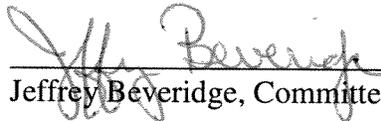

Scott Schertzer, Mayor


Mark Drum, O.L.C. Staff Representative

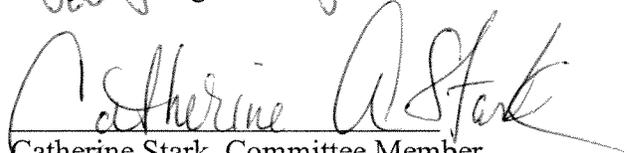

Thomas Bell, Chief of Police

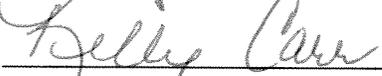

Coral Fitsko, Committee Chairman


Tom Robbins, Safety Director


Jeffrey Beveridge, Committee Member


Amy O'Connor, Human Resources


Catherine Stark, Committee Member


Kelly Carr, Auditor

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.	}	Case No(s): 11-MED-03-0334
EMPLOYEE ORGANIZATION,	}	(Communications, et al)
	}	
and,	}	
	}	
CITY OF MARION,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Tom Robbins
trobbins@marionohio.org