

06-MED-01-0030

K22148

Sponsored by: Bollinger  
Lutz  
Waldo

1317-03

STATE EMPLOYMENT  
RELATIONS BOARD

2013 FEB - 7 P 2:53

ORDINANCE NO. 12-52

**AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF IRONTON A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF IRONTON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AND DECLARING AN EMERGENCY**

**WHEREAS**, The City of Ironton and the IAFF, Local 532 entered into extensive negotiations have tentatively agreed to the negotiations of the 2012 contract and;

**WHEREAS**, All contract language is to remain the same as in the previous contract except for those items specified on the attached document.

**WHEREAS**, the same need to be ratified by this Council.

**WHEREAS**, the Mayor has submitted the proposed agreement for approval of council;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Ironton, Ohio, as follows:

**Section 1:** The Mayor is hereby authorized and directed to execute on behalf of the City a collective bargaining agreement between the City of Ironton and IAFF, Local 532 for the contract year beginning June 1, 2012 and ending June 1, 2013, a copy of which agreement is attached hereto and incorporated herein.

**Section 2:** There will be a wage, pension and health insurance reopener in 2013.

**Section 3:** This is hereby declared to be an emergency necessary for the public health, safety and welfare.

Passed this 27<sup>th</sup> day of May, 2012, at Ironton, Ohio.

Attest: Maria Kucal  
Clerk of Council

[Signature]  
Vice Mayor

This Ordinance approved or vetoed

Date: 5-24-12

[Signature]  
Mayor

**CITY OF IRONTON  
IAFF #532  
UNION PROPOSAL 3  
MAY 17, 2012**

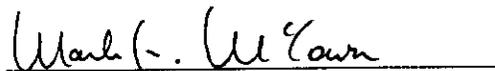
The IAFF proposes that the following articles remain current contract language:

- Article 1
- Article 2
- Article 3
- Article 4
- Article 5
- Article 6
- Article 7
- Article 8
- Article 9
- Article 11
- Article 12
- Article 14
- Article 15
- Article 16
- Article 17
- Article 18
- Article 19
- Article 20
- Article 21
- Article 22
- Appendix D
- Appendix E
- Appendix F

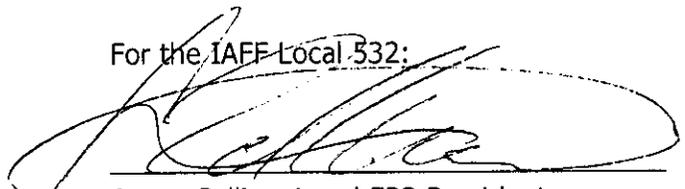
STATE EMPLOYMENT  
RELATIONS BOARD  
2013 FEB -7 PM 2:53

For the City of Ironton:

  
Rich Blankenship, Mayor

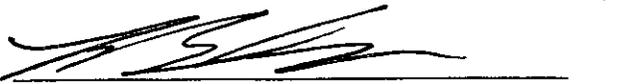
  
Mark K. McCown, Consultant

For the IAFF Local 532:

  
Aaron Collins, Local 532 President

  
~~Scott Cunningham, Local 532 Vice-President~~

IRC 1740 LOCAL 532

  
~~Louis Sheridan, Negotiations Representative~~  
VP LOCAL 532

**CITY OF IRONTON  
IAFF #532  
UNION PROPOSAL 3  
MAY 17, 2012**

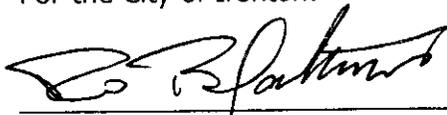
**ARTICLE 10: HOSPITALIZATION**

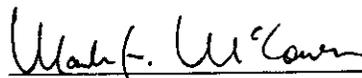
- A. ~~Effective with the signing this re-opener April 1, 2007, all~~ **All** bargaining unit members will be responsible for 5% of the premium for either a single or family hospitalization plan of his/her choice offered by the City, the City of Ironton will pay the remaining 95% of the premium. ~~Re-opener on April 1, 2008.~~
- B. The City shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the City's conventional insurance plan immediately prior to the signing of this Agreement. The City reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The City will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the City uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.
- C. The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.
- D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or plan administrators to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such

failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrators from any liability it may have to the City, bargaining unit member or beneficiary of any bargaining unit member.

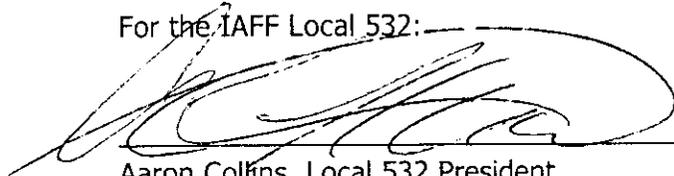
- E. Bargaining unit members who work five (5) days in a month will have these monthly premiums paid. Any employee who does not perform work on five (5) days in a month may continue coverage of these plans by directly paying the full cost of the premiums due to the Finance Director.
- F. The City agrees to maintain an IRS 125 plan for members of the bargaining unit.
- G. The City will provide all firefighters with a physical examination in accordance with NFPA and OSHA Regulations. The Bargaining unit member will submit the cost of the physical to their health insurance carrier and the City will cover those costs not covered by the insurance carrier to a maximum of \$200.00 per individual per year. The City will provide each full-time member of the bargaining unit a Tuberculosis (TB) test annually during this Agreement and Flu shots at City cost.
- ~~H. The parties agree there shall be a re-opener for 2012 on this Article 10. This re-opener is in conjunction with the re-openers on Article 13, Appendix A Wages and Appendix B Food Allowance.~~
- ~~I. Parties agree to increase the deductible to 300 single plan and 600 family plan.~~

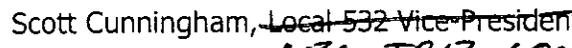
For the City of Ironton:

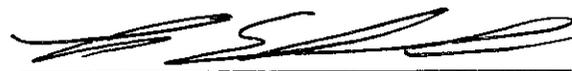
  
\_\_\_\_\_  
Rich Blankenship, Mayor

  
\_\_\_\_\_  
Mark K. McCown, Consultant

For the IAFF Local 532:

  
\_\_\_\_\_  
Aaron Collins, Local 532 President

  
\_\_\_\_\_  
Scott Cunningham, Local 532 Vice-President  
*SRC TR12 LOCAL 532*

  
\_\_\_\_\_  
Louis Sheridan, Negotiations Representative  
*VP LOCAL 532*

**ARTICLE 13: CLOTHING ALLOWANCE**

A. The City will pay a clothing allowance in the following ~~amounts~~ **amount of \$1,320.00** per year for each Firefighter who is represented by the bargaining unit:

<del>2009</del>	<del>\$ 1,400.00</del>
<del>2010</del>	<del>\$ 1,560.00</del>
<del>2011</del>	<del>\$ 1,720.00</del>

There will be no changes in uniform style, make, or color without 6 months notification prior to implementation.

The City agrees to pay 50% of the initial first cost of any uniform changes such as style, make or color as ordered by the Chief or Mayor.

B. The clothing allowance shall be paid quarterly. The City shall pay the full cost for replacement of any article of uniform damaged beyond usable repair in the line of duty.

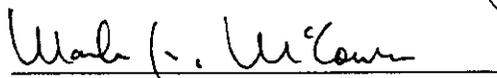
C. The City agrees to replace those personal items (that have been approved by the Fire Chief to be worn while on duty) that are destroyed or damaged beyond use up to \$150.00 over insurance reimbursement.

~~D. This Article shall be part of the re-opener in 2007 and 2008 involving Article 10 Hospitalization, Appendix A Wages and Appendix B Food Allowance.~~

For the City of Ironton:

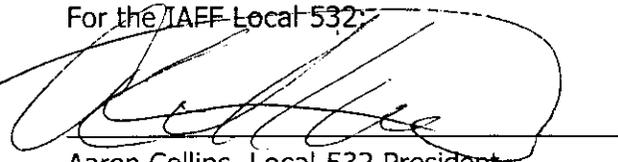


Rich Blankenship, Mayor



Mark K. McCown, Consultant

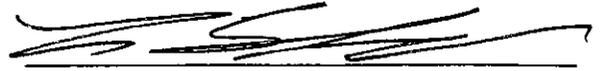
For the IAFF Local 532:



Aaron Collins, Local 532 President

Scott Cunningham, Local 532 Vice-President

*SEE TR12 LOCAL 532*



Louis Sheridan, Negotiations Representative

*U.P. LOCAL 532*

**CITY OF IRONTON**  
**IAFF #532**  
**MANAGEMENT PROPOSAL 1**  
**MAY 7, 2012**

**ARTICLE 18: ALCOHOL AND DRUG TESTING**

- A. It is the policy of the City of Ironton that the public has the absolute right to expect persons employed by the City in its Fire Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Department.
- B. Employees shall be prohibited from:
1. Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on any City premises or job sites including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business;
  2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
  3. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs, which the employee may be taking.
- C. When the City has reasonable suspicion to believe that:
1. an employee is being affected by the use of alcohol or;
  2. has abused prescribed drugs or;
  3. has used illegal drugs.

The City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The City may also require an employee to randomly submit to alcohol or drug testing. The City maintains the right to conduct any tests it may deem appropriate for persons seeking employment as

fire fighters prior to their date of hire, or upon promotion to another position within the Department.

- D. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.
- E. In conducting the testing authorized by this Agreement, the City shall:
  - 1. Use only a clinical laboratory or hospital facility, which is certified by the State of Ohio to perform drug and/or alcohol testing.
  - 2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
  - 3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
  - 4. Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
  - 5. Confirm any sample that test positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
  - 6. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.

7. Require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (i.e., billing for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests.
  8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .050 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (note: the foregoing standard shall not preclude the City from attempting to show that test results between .01 and .05 demonstrate that the employee was under the influence, but the City shall bear the burden of proof in such cases).
  9. Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.
  10. Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.
- F. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test if the discipline is not so extreme as to invoke the jurisdiction of the Civil Service Commission. If the discipline is sufficiently extreme as to invoke the jurisdiction of the Commission, then the Union and/or the employee, with or without the Union, shall have the right to contest any testing permitted by this Agreement before the Commission. Any evidence concerning test results, which is obtained in violation of the standards contained in this article, shall not be admissible in any disciplinary proceeding involving the employee.
- G. The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug

related problem, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The employee agreeing to appropriate treatment as determined by the physician(s) involved
2. The employee discontinues his use of illegal drugs or abuse of alcohol
3. The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months
4. The employee agrees to submit to random testing during hours of work during the period of "after-care".

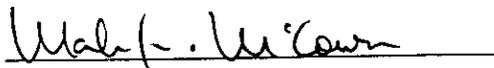
Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a fire fighter or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

**H. The Employer may assert any right contained in its duly adopted "Drug-Free Workplace Policy."**

For the City of Ironton:

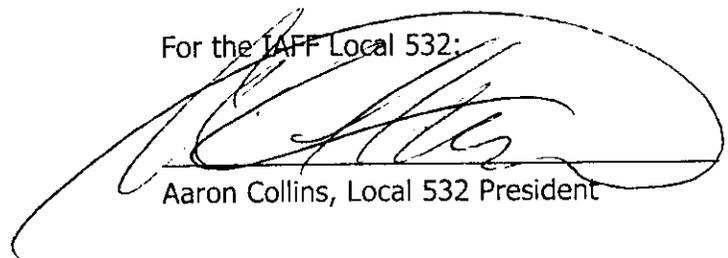


Rich Blankenship, Mayor



Mark K. McCown, Consultant

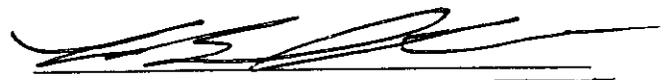
For the IAFF Local 532:



Aaron Collins, Local 532 President

Scott Cunningham, Local 532 Vice-President

*SBC TR12 LOCAL 532*



Louis Sheridan, Negotiations Representative

*V.P. LOCAL 532*

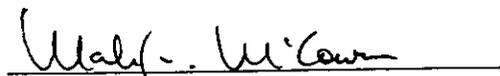
**CITY OF IRONTON  
IAFF #532  
UNION PROPOSAL 3  
MAY 17, 2012**

**ARTICLE 23: DURATION**

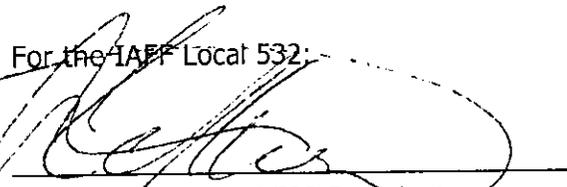
- A. This Agreement constitutes the entire contract between the City and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the City and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.
- B. This Agreement shall become effective as of ~~April 1, 2009~~ **June 1, 2012** except as otherwise indicated herein, and shall remain in effect up to and including ~~March 31, 2012,~~ **May 31, 2015**, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to ~~March 31, 2012,~~ **May 31, 2015**, or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.
- D. The parties agree to re-open for negotiations ~~Article 18, and~~ <sup>Article 10, ~~MEM~~ ~~SEE INDEX~~</sup> Appendix A and Appendix C on ~~April 1, 2011.~~ **on June 1, 2013 and June 1, 2014.**

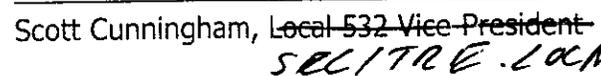
For the City of Ironton:

  
Rich Blankenship, Mayor

  
Mark K. McCown, Consultant

For the IAFF Local 532:

  
Aaron Collins, Local 532 President

  
Scott Cunningham, Local 532 Vice President

  
Louis Sheridan, Negotiations Representative

**SECRET LOCAL 532**  
**V-P LOCAL 532**

**CITY OF IRONTON  
IAFF #532  
UNION PROPOSAL 3  
MAY 17, 2012**

**APPENDIX A: WAGES**

A. ~~The City shall pay a wage increase in the following amounts for each Firefighter who is represented by the bargaining unit in the following amounts April 1 each year.~~

~~2009—40 cents an hour increase across the board~~

~~2010—40 cents an hour increase across the board~~

~~2011—Re-opener~~

**The City shall not pay a wage increase.**

B. There will be the following rank differential increase, which will take effect April 1, 2009.

Captains \$300.00

Lieutenants \$175.00

C. Pay Scale:

<u>Years</u>	<u>Rank</u>	<u>2006 Salaries</u>	<u>2006 Hourly Rate</u>
0-1 yr	Probationary Firefighter	\$26,749.05	\$9.1858
12-21 mos.	Firefighter	\$27,591.20	\$9.4750
21-30 mos.	Firefighter	\$28,433.35	\$9.7642
Over 30 mos.	Firefighter	\$29,275.21	\$10.0533
	Lieutenants	\$30,709.95	\$10.5460
	Captains	\$32,144.40	\$11.0386
	*Fire Prevention Officer	\$32,256.64	\$15.508

<u>Years</u>	<u>Rank</u>	<u>2012 Salaries</u>	<u>2012 Hourly Rate</u>
<b>0-1 yr</b>	<b>Probationary Firefighter</b>	<b>\$33,301.05</b>	<b>\$11.4358</b>
<b>12-21 mos.</b>	<b>Firefighter</b>	<b>\$34,143.20</b>	<b>\$11.7250</b>
<b>21-30 mos.</b>	<b>Firefighter</b>	<b>\$34,968.80</b>	<b>\$12.0147</b>
<b>Over 30 mos.</b>	<b>Firefighter</b>	<b>\$35,827.20</b>	<b>\$12.3033</b>
	<b>Lieutenants</b>	<b>\$37,751.75</b>	<b>\$12.9642</b>
	<b>Captains</b>	<b>\$39,536.80</b>	<b>\$13.5772</b>
	<b>*Fire Prevention Officer</b>	<b>\$37,918.40</b>	<b>\$18.2300</b>

D. Holiday Pay

<u>Years</u>	<u>Rank</u>	<u>2006 Salaries</u>	<u>2012 Salaries</u>
0-1 Yr	Probationary Firefighter		
Small Holiday		\$176.28	<b>\$219.57</b>
Large Holiday		\$227.81	<b>\$283.61</b>
12-21 mos.	Firefighter		
Small Holiday		\$181.83	<b>\$225.12</b>
Large Holiday		\$234.98	<b>\$290.78</b>
21-30 mos.	Firefighter		
Small Holiday		\$187.37	<b>\$230.68</b>
Large Holiday		\$242.15	<b>\$297.97</b>
Over 30 mos.	Firefighter		
Small Holiday		\$192.92	<b>\$236.26</b>
Large Holiday		\$249.32	<b>\$305.12</b>

	Lieutenants		
Small Holiday		\$202.38	<b>\$248.91</b>
Large Holiday		\$261.54	<b>\$321.51</b>
	Captains		
Small Holiday		\$211.83	<b>\$260.68</b>
Large Holiday		\$273.76	<b>\$336.72</b>

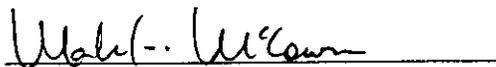
*\*Fire Prevention Officer Receives eight (8) times his hourly rate for holidays plus has the holiday off.*

- E. Longevity – Each bargaining unit member shall receive an adjustment of one cent (\$0.01) per hour multiplied by the number of completed years of service with the City.
- F. First Responder – The City shall pay \$125.00 annually to the Bargaining Unit member who receives his/her First Responder certification and each year upon proof of re-certification.

For the City of Ironton:

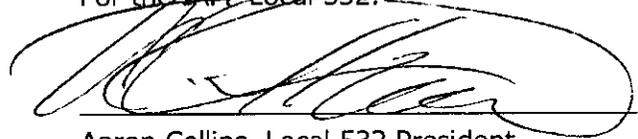


Rich Blankenship, Mayor



Mark K. McCown, Consultant

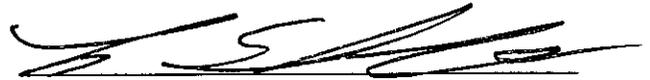
For the IAFF Local 532:



Aaron Collins, Local 532 President

Scott Cunningham, Local 532 Vice-President

SICC/TRA LOCAL 532



Louis Sheridan, Negotiations Representative

V.P. LOCAL 532

**APPENDIX B: FOOD ALLOWANCE**

A. The City shall pay a food allowance in the following amounts of **eighty dollars (\$80.00)** per employee in the bargaining unit per month, which is to be added to the department's budget and distributed equally among the three (3) squads by the Chief.

<del>Year 2009</del>	<del>\$90.00</del>
<del>Year 2010</del>	<del>\$95.00</del>
<del>Year 2011</del>	<del>\$100.00</del>

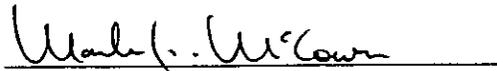
B. Further, when bargaining unit members are working overtime other than an emergency call-out they shall receive a meal ticket of five dollars (\$5.00) for each eight hours of overtime that is worked.

~~C. The parties agree to re-open this Appendix in 2007 and 2008.~~

For the City of Ironton:

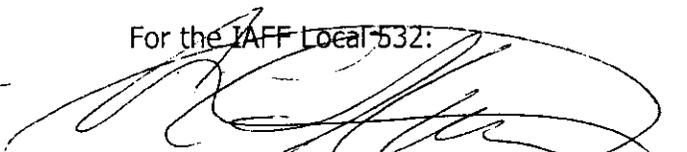


Rich Blankenship, Mayor



Mark K. McCown, Consultant

For the IAFF Local 532:



Aaron Collins, Local 532 President

~~Scott Cunningham, Local 532 Vice President~~

*SEC TRICE LOCAL 532*



~~Louis Sheridan, Negotiations Representative~~

*V.P. LOCAL 532*

CITY OF IRONTON  
IAFF #532  
UNION PROPOSAL 3  
MAY 17, 2012

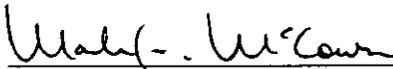
**APPENDIX C: PENSION PICK-UP**

A. ~~The City shall continue the established Pension Pick-Up for the bargaining unit member's contribution of 7%. Additionally, the City agrees to increase the member's pick-up by an additional 2% effective April 1, 2008 making a total pickup of 10%. The City shall pay a pension pick-up for the bargaining unit members' contributions in the amount of seven percent (7%).~~

For the City of Ironton:

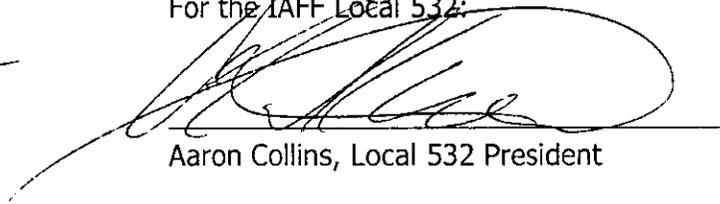


Rich Blankenship, Mayor



Mark K. McCown, Consultant

For the IAFF Local 532:



Aaron Collins, Local 532 President

Scott Cunningham, ~~Local 532 Vice President~~

*SRC 7A25 LOCAL 532*



Louis Sheridan, ~~Negotiations Representative~~

*V.P. LOCAL 532*