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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT BETWEEN

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 532**

AND

**THE CITY OF
IRONTON, OHIO**

APRIL 1, 2006 THROUGH MARCH 31, 2009

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ARTICLE 1: PURPOSE AND RECOGNITION

A. Purpose

This Agreement is made between the City of Ironton, Ohio, hereinafter referred to as the "City", and the sworn uniformed employees of the City of Ironton, Ohio, consisting of the Ironton Fire Department, members of the bargaining unit of Local 532 of the International Association of Fire Fighters, hereinafter referred to as the "employee" or "employees" and/or "member" or "members". The purpose of this Agreement is to provide a fair and reasonable method of enabling the employees covered by this contract to participate through collective bargaining in the establishment of wages, hours, terms and other conditions of employment and to establish a peaceful procedure for the resolution of all differences between parties subject to the applicable laws of the United States of America, the State of Ohio and the City of Ironton, Ohio.

B. Recognition

The International Association of Fire Fighters Local 532 shall have exclusive recognition as the bargaining agent for the purpose of collective bargaining in all matters concerning wages, hours, terms and working conditions of the members of the Bargaining Unit. The Bargaining Unit shall consist of all Firemen, Lieutenants and Captains in the Fire Department.

ARTICLE 2: DUES DEDUCTIONS

- A. The City agrees to deduct Union dues in accordance with this Article for all employees eligible for the Bargaining Unit upon the successful completion of their initial probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee for that purpose.
- B. The City agrees to deduct regular dues, initiation fees or assessments once each month from the pay of any employee. Upon receipt of the proper authorization form, the City will deduct the Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the City. The City must be given a one (1) month (30 days) notice for making any changes in any individual's dues deduction.
- C. The City shall be relieved from making such individual check-off deductions upon:

1. termination of employment;
 2. transfer or promotion to a job other than one covered by the Bargaining Unit;
 3. layoff from work;
 4. an agreed leave of absence; or
 5. revocation of the check-off authorization in accordance with its terms and with applicable law.
- D. Each eligible employee's written authorization for dues deduction shall be honored by the City for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the City and the IAFF that the dues check-off authorization has been revoked, at which point the dues deduction will cease, effective the pay period following the pay period in which the written dues deduction revocation was received by the City.
- E. The City will cause the dues deducted from the eligible bargaining unit employee's pay to be remitted once each month in accordance with this Article to the individual officer designated in writing to receive the same by the IAFF.
- F. It is specifically agreed by the City and the IAFF that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article after the deductions have been remitted and the IAFF agrees that it will indemnify and hold the City harmless from any claims, action or proceedings by anyone arising from the deductions made by the City pursuant to the provisions of the contract. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.
- G. The City shall not be obligated to make dues deduction from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.
- H. It is specifically agreed that neither the employees nor the Union shall have claims against the City of errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

- I. All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union, as condition of employment; however, upon completion of their probationary period of all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's pro-rated share of:
 - 1. the direct costs incurred by the Union in negotiating and administering this Agreement of settling grievances and disputes arising under this Agreement; and
 - 2. the Union expenses incurred for activities normally and reasonably employed to effectuate its duties as Exclusive Representative of the employees in the Bargaining Unit covered by this Agreement.
- J. Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provide the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the IAFF, nor shall the fair share fees exceed dues paid by members of the IAFF who are in the Bargaining Unit. The fair share fee shall be certified by mail to the City.
- K. The IAFF shall prescribe an internal procedure to determine a rebate, if any, for nonmembers, which conforms to federal law, provided nonmember makes a timely demand on the IAFF. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the IAFF in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the City from the payroll check of the Bargaining Unit member and its payment to the IAFF is automatic and does not require the written authorization of the Bargaining Unit Member.
- L. Any Bargaining Unit Member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to jointing or financially

supporting an employee organization and which is exempt from taxation under the provision of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the SERB, it may declare the employee exempt from becoming a member of or financially supporting the IAFF. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by the Bargaining Unit member and the representative of the IAFF.

- M. The City shall not be required to remit to the Union the monthly fair share fees of non-union Bargaining Unit employees and the dues, assessments or membership fees of Union members during the period of an unauthorized strike, walkout or other job action by the Union, Union membership or upon contract termination.
- N. The IAFF agrees to hold the City harmless against any and all claims, which may arise in the City's implementation of the fair share provision of this article, and to comply with all the tenets of Federal law in Hudson v. Chicago Teachers.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The Management of the City of Ironton has, as it has always had, the exclusive right to manage the business of the City and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of the Management include but are not limited to the right to:
 - 1. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City Departments, standards of services, its overall budget, utilization of technology and organizational structure;
 - 2. direct, supervise, evaluate and hire employees;
 - 3. maintain and improve the efficiency and effectiveness of the City's operations;
 - 4. determine the overall methods, processes, means and/or personnel by which the City's operations are to be conducted;

5. suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the City as a unit of government;
8. effectively manage the work force;
9. take actions to carry out the missions of the City as a unit of local government; and
10. promulgate reasonable rules and regulations.

- B. In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the City in regard to the operation of its work and business and the direction of its work force, which the City has not specifically abridged, deleted, granted or modified by the express and specific written provision of this Agreement are, and shall remain exclusively those to the City.

ARTICLE 4: HOUR OF WORK AND OVERTIME

A. Standard Workweek

The standard workweek for fire fighters assigned to shift duties shall be twenty-four (24) hours on, forty-eight (48) hours off, except as modified below. Hours may be scheduled and administered by the Chief. The Department shall be divided into three (3) platoons.

B. Overtime Compensation

1. Work Period: There will be a 14-day work period for overtime pay purposes.
2. Overtime Payment: Time and one-half will be paid for all hours worked in excess of 106 hours in the 14-day work period.
3. Overtime Checks: Overtime will be paid no later than the second paycheck after the end of a 14-day work period.

4. Whenever an employee is called out to work other than his scheduled work, he shall be paid two (2) hours call out pay at this regular rate and one and one-half (1 ½) times his regular rate of pay for all time worked.
5. No Pyramiding: There shall be no pyramiding of overtime pay under this Agreement. If an employee receives overtime payment under one provision, the employee will not receive duplicate overtime payment under another provision.
6. Basic Firemanship Training: will be provided to new employees during their first year probationary period with the City.

C. Overtime Call Out Procedures:

1. In case overtime is required to be worked, it shall be offered to the low person in total overtime hours worked or charged on the overtime list taking into consideration the ability to perform the work. If an employee is by-passed for any reason other than not being reachable by telephone, he will be given the opportunity to make up the overtime on the next call. If all employees refuse the overtime, the employee with the lowest total overtime hours worked or charged will be required to work. Failure to do so will result in disciplinary action.
2. No employee will be forced to work overtime two consecutive times because of being the lower person on the list.
3. There shall be only one overtime list, which shall have only one total for hours to be used for overtime distribution. The list shall continue from year to year.
4. A new employee shall be placed on the overtime list when the Chief determines he/she is qualified to perform the work. A new employee on the list shall be credited with the highest number of hours of overtime that is on the list.
5. After being on sick time, workman's compensation, or vacation 10 or more turns, the member should not be allowed to fall more than 48 hours behind the lowest man on the overtime list.

ARTICLE 5: LEAVE OF ABSENCE

A. Funeral Leave

In case of a death in the employee's immediate family, (wife, husband, parents, mother-in-law, father-in-law, sister, brother, child or grandparent) up to three (3) days leave with pay may be granted for the funeral, unless such funeral is more than three hundred (300) miles from Ironton, in which case up to five (5) days leave with full pay shall be granted. An obituary notice concerning all out of town leaves must be turned in on the Mayor upon return to duty.

B. Jury Duty

An employee serving jury duty will be granted time off with pay for the time lost during the regular workweek. Employees shall turn in their jury duty slips upon completion of jury service and shall be paid the difference between jury fees and regular pay. If an employee is excused from jury duty during his workday he shall report back to work within a reasonable amount of time.

C. Negotiation Meetings

Members of the Bargaining Unit shall be granted time off without pay to attend any and all meetings pertaining to the negotiations of contracts with the City. Said leave shall be charted on an hourly basis and each members shall notify his supervisor of time leaving and time returning off payroll purposes.

D. Personal Days

Each employee shall be granted four (4) personal leave days with full pay during each calendar year, the only requirement being notification and permission of one's immediate supervisor at least twenty-four (24) hours in advance. These days shall be granted on a first come, first serve basis with no regard to seniority. No two (2) employees shall be off on the same shift, same day for personal leave. For the purpose of this Article, only; Firemen will be considered as sixteen (16) hours per day duty (ie - two (2) personal days equals one (1) turn) and portions of the personal days may be taken in five (5), eight (8) hour increments. These days must be used during the calendar year and no carry over of these days will be granted.

E. Sick Leave

1. Employees shall be granted leave with full pay for actual illness or injury, confinement by reason of quarantine, serious illness of the employee's immediate family who is a permanent resident in his home, and/or non-routine visit to a doctor or dentist for medical care.
2. Said sick leave shall be for as many days as are necessary. Pay shall be for as many days as the employee has accumulated in sick leave. Sick

leave shall accumulate at the rate of one and one-fourth (1-¼) days per month of employment for any employee in the Fire Department who is on a forty (40) hour workweek. Fire Department employees on a fifty-six (56) hour workweek shall accumulate one and three-fourths (1.75) days per month and will have eight (8) hours sick leave deducted for each eight (8) hours sick leave taken (i.e. three (3) days sick leave deducted for each twenty-four (24) hour shift.) Additional sick leave will be accumulated for overtime hours worked. The additional sick leave will be accumulated at .0085 hours of sick leave for every hour of overtime worked.

3. Upon death or retirement, an employee with a minimum of six (6) years service shall receive accumulated sick leave, paid in full by the City, the total amount of such leave paid not to exceed ninety (90) days.
4. An employee of the Fire Department shall furnish a satisfactory written excuse from a physician after using sick leave for more than 2 consecutive - 24 hour shifts or parts thereof.
5. Sick Leave Incentive: Any bargaining unit member not using sick leave will be compensated with \$50.00 for each quarter sick leave is not used. Quarters are January 1 – March 31, April 1 – June 30, July 1 – September 30 and October 1 – December 31. If one sick leave turn splits quarters, only one denial (one quarter) of sick leave incentive will be allowed (for that absence). Bargaining unit members will not be denied this sick leave incentive for using Family Medical Leave approved by the City.

F. Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons.
 - a. to care for a newborn son or daughter;
 - b. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
 - c. to care for a seriously ill spouse, child or parent; or
 - d. because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the City at least a thirty (30) day notice, or as much notice as is practicable in foreseeable situations.
3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)
4. Medical certification shall be required to substantiate leave for the reasons stated above with the City having the option of requiring second and third opinions. Medical Certification shall include the following:
 - a. the date the condition began;
 - b. the probable duration of the condition;
 - c. appropriate medical facts regarding the condition and the necessity for the leave; and
 - d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave
5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.
 - a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the City may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the City paying the City's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The City may recover any premiums paid if the employee fails to return to work, unless the failure to

return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this article, the following definitions shall apply:
 - a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

G. Union Leave

The City will permit up to a total of thirty-six (36) hours paid union leave a year to be used by the Local I. A. F. F. under the following conditions.

1. No use of this paid leave shall cause the City to call in someone for overtime or create an additional overtime cost for the City of Ironton due to this absence.
2. The union will have no more than one individual on paid Union Leave for any shift. That individual on Union Leave will be paid his/her normal hourly rate of pay.
3. No paid Union Leave will be permitted on any holiday.
4. The individual using Union Leave must report off to the Fire Chief of Ironton forty-eight (48) hours prior to the start of the leave, except in the case of an emergency.
5. Union Leave shall be used exclusively for conventions, workshops, and other I.A.F.F., O.A.P.F.F., and Ohio AFL-CIO sponsored events or schools.
6. Union Leave is non-accumulative from year to year.

H. Injury Leave

1. Injury leave is a leave of absence with pay for an employee to recover from an injury received in the course of or arising out of employment with

the City of Ironton. Injury leave is not deducted from sick leave credits, and it will be granted provided that there is no evidence of negligence on the part of the injured employee, and that the injury is promptly reported. If the employee is found to be in violation of any Federal, State, or City law, or any non-conflicting City work rule or regulation application to wearing or using proper safety devices provided by the City, he/she shall not be granted such leave.

2. Injury leave shall be for a duration of up to one hundred-eighty (180) days per injury, as deemed necessary by a competent physician, and shall not be cumulative. Extensions of injury leave may be granted at the discretion of the Employer based on the recommendation and request of the attending physician.
3. Once an Employee has returned to work from the original injury once diagnosed as work related; any time used thereafter for purposes of the injury shall be deductible from the Employee's accrued sick leave.
4. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any Employee who is guilty of submitting a false claim for injury leave, or who works for another employer while on injury leave, while physically capable of performing their assigned classification. Physical capability shall be at the discretion of a competent physician.
5. Management will pay the hospitalization premiums for any bargaining unit member who has been injured on the job for up to three (3) months over and beyond FMLA.
6. Any employee claiming a service-connected illness or injury under this article shall file an injury claim with the Ohio Bureau of Workers' Compensation, the employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer.

ARTICLE 6: DISCIPLINARY PROCEDURES

- A. The City shall have the right to discipline employees for just cause.
- B. An employee who is disciplined shall receive written reasons for the disciplinary action and the type and extent of the discipline. The Union be provided a copy of the disciplinary action within twenty-four (24) hours of such disciplinary action.

- C. At any disciplinary hearing or meeting and prior to being required to leave the premises, an employee shall be granted the right to Union representation.
- D. In imposing discipline on a current charge, the City will not rely upon any prior disciplinary action given to an employee which occurred prior to one (1) year in the instance of a written reprimand or which occurred prior to two (2) years on other discipline.
- E. Employees in the Bargaining Unit shall have the right to appeal any disciplinary action through the Grievance Procedure of this Agreement. Grievances appealing suspensions of five (5) or more calendar days and terminations may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 7: GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a difference between the City and the Union and/or employees of the Fire Department as to the interpretation, application or violation of any term or provision of this agreement, and all such differences shall be settled promptly, in accordance with the procedure set forth herein.

B. Procedure

Step 1

An aggrieved employee or the Union, in behalf of one or more employee or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief within ten (10) calendar days after the occurrence giving rise to the grievance. The employee or the Union shall set forth the Article of the Agreement that is alleged to have been violated.

Step 2

If the matter is not satisfactorily resolved at the first step, the grievance may be appealed to the Mayor within ten (10) calendar days following the reply of the Chief or if no reply has been received from the Chief within ten (10) calendar days following the submission of the grievance under Step 2. The Mayor or his designated representative shall meet with the Union within thirty (30) calendar days after the grievance is submitted to the Mayor and a written answer shall be given to the Union within ten (10) calendar days after the Step 2 meeting.

If the grievance is not satisfactorily resolved at Step 2, the grievance may be appealed to arbitration within twenty-one (21) calendar days after receiving the Step 2 answer.

Step 3 – Arbitration

1. In the event a grievance is submitted to arbitration, the arbitrator shall have jurisdiction, power and authority only over disputes arising out of grievances as to the interpretation and/or application of and/or compliance with provisions of this Agreement including all disciplinary actions, and in reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.
2. All decisions of the arbitrators consistent with Step 3 above, and all pre-arbitration grievance settlements reached by the Union and the City shall be final, conclusive and binding on the City, the Union and the employees, provided, however, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any future grievances.
3. Time Limits
 - a. The time limits set forth in the *Grievance Procedure* shall, unless extended by mutual written agreement of the City and the Union, be binding any grievance not timely presented or timely processed thereafter shall not be considered a grievance under this Agreement and shall not be arbitrable.
 - b. If any grievance is not answered by the City within the time limits set forth in this Agreement, the grievance shall automatically be appealed to the next Step of the *Grievance Procedure*.
 - c. Calendar days are counted starting with the day number one being the first day after the meeting, answer or appeal.
4. If a grievance is posted for arbitration, the Union and the City shall request a panel of Ohio based arbitrators from the Federal Mediation and Conciliation Service (FMCS). All expenses involved in the arbitration proceedings shall be paid by the losing party, however, expenses relating to the calling of the witnesses or the obtaining of *depositions or any other*

similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

5. The Union shall strike one name from the panel of arbitrators, and then the City shall strike one name. This procedure will continue until one name remains. This procedure will take place within ten (10) calendar days of the receipt of the panel of arbitrators.
6. The matter in dispute shall be submitted to the arbitrator *in the form of a joint submission* by the parties and shall define the issue or issues to be arbitrated. Any grievance submitted to arbitration shall be heard as soon as possible. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and arguments.
7. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the City's payroll, that amount so awarded shall be less than unemployment compensation or earned wages from whatever source, and shall not include the assumption the employee would have worked overtime during the period of separation from the City's payroll.
8. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the arbitrator.
9. The Union may initiate, at Step 2 of the Grievance Procedure, a policy grievance that affects any number of employees, but only one employee grievant and the Union Officer may process the grievance.

ARTICLE 8: HOLIDAYS

A. All regular full-time employees shall be entitled to the below listed holidays with pay:

1. New Years Day
2. Martin Luther King Day
3. Presidents Day
4. Good Friday
5. Easter
6. Memorial Day
7. Independence Day

- 8. Labor Day
- 9. Thanksgiving Day
- 10. Veterans Day
- 11. Christmas Eve
- 12. Christmas Day
- 13. Employee's Birthday

B. An employee's birthday may be scheduled by said employee any time during the calendar year as long as the employee gives twenty-four (24) hours notice to his supervisor.

C. **Holiday Eligibility**

- 1. A new employee must have no less than thirty (30) days of work since his last hire to be eligible for holiday pay for holidays not worked.
- 2. To be entitled to holiday premium pay at the large holiday rate an employee must be on actual time worked for the 8-hour period that corresponds to the holiday as represented on the department payroll form. This being 7 am to 3 pm for the crew the day of the holiday and 3 pm to 11 pm for the crew the day before the holiday. The employees who work the day of the holiday and the day before the holiday are the only employees eligible for consideration of the large holiday rate. The employees who work two days prior to the holiday (denoted as 11 pm to 7 am on payroll) or are on vacation, personal leave or sick leave the 8 hours corresponding to the holiday will be entitled to holiday premium pay at the small holiday rate. If any employee is entitled to holiday premium pay under both provisions then the large rate will apply. (See Appendix A-3)

ARTICLE 9: VACATIONS

A. An employee is eligible to paid vacation time in accordance with this Article after one (1) full year of service. Each regular full-time employee shall be granted the following vacation leave with full pay for each year based on his length of service with the City:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
One (1) year but less than six (6) years	Two (2) weeks
Six (6) years but less than eleven (11) years	Three (3) weeks
Eleven (11) years but less than twenty (20) years	Four (4) weeks

Each employee after reaching twenty (20) years of service shall receive five (5) weeks plus one (1) day and shall accrue to the five (5) weeks one (1) additional day of vacation for each two (2) years of service thereafter.

B. Scheduling

1. The vacation schedule shall be posted in the Department May 1 of each year. The senior employee will have first preference. Normally no vacation of less than one (1) week may be taken by any employee. However, vacations of less than one (1) week may be authorized by the Chief based on forty-eight (48) hours notice. Vacation schedules may be changed if such is agreeable to the Department. In such cases, at least three (3) days notice must be given to the Chief. In cases of emergency, the Chief may grant vacations of one (1) week or more to an employee.
2. An employee who fails to make his vacation application by May 15 will be granted vacation on a first come, first served basis.
3. If a recognized holiday falls within an employee's vacation or sick leave, the employee shall receive an additional paid day at the small holiday rate in Appendix A-3.
4. An employee may take vacation in eight (8), sixteen (16) or twenty-four (24) hour increments with the Chiefs approval. The employee must request a vacation day under this section at least twenty-four (24) hours in advance unless an emergency exists.
5. Bargaining unit members of the Fire Department will be allowed to carry over vacation to the next calendar year or be paid for any unused vacation earned that year at the bargaining unit member's rate of pay if the City of Ironton cancels the employees vacation due to operating requirements or an emergency.

ARTICLE 10: HOSPITALIZATION

- A. The City shall pay up to \$160.00 toward the monthly premium of a single 80/20 co-pay comprehensive major medical plan with a deductible of \$200 single plan, \$400 deductible family plan hospitalization, surgical, major medical plan, and up to \$380.00 toward the monthly premium of a family 80/20 co-pay comprehensive major medical plan with a deductible of \$200 single plan, \$400 deductible family plan hospitalization, surgical, major medical plan. There will be a maximum of

\$10.00 participation by the bargaining unit employee for family plan coverage and single plan coverage.

- 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.
- H. The parties agree there shall be a re-opener for 2007 and 2008 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.*

ARTICLE 11: COURT APPEARANCE PAY

- A. The City shall compensate employees for any and all "OFF DUTY" appearances before any court, grand jury, or special hearing boards that they are required to attend in the course of their employment.
- B. Said compensation shall be at a rate of one-half (½) the employee's regular day's pay for the time spent from zero (0) to four (4) hours, and one (1) full day's pay for time spent from four (4) hours to eight (8) hours, and regular overtime pay for any time spent over eight (8) hours. When court time comes as a continuation of an employee's regular day, pay shall be as overtime for the first hour and court pay scale thereafter.

ARTICLE 12: PROTECTIVE CLOTHING

- A. The City shall provide employees with adequate protective clothing as in the past with the Fire Department. Specifications for these items are to be set by the Chief of the Fire Department and shall comply with requirements of law.

ARTICLE 13: CLOTHING ALLOWANCE

- A. The City will pay a clothing allowance in the following amounts per year for each Firefighter who is represented by the bargaining unit:

2000	\$ 1,100.00
2001	\$ 1,100.00
2002	\$ 1,100.00

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.

ARTICLE 14: PARITY

- A. Parity of yearly salaries shall exist between the members of the International Association of Firefighters Local 532 and the members of the Fraternal Order of Police Lodge #75 in the comparative ranks.

ARTICLE 15: SEVERABILITY

- A. It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable law should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, that such provision shall be automatically terminated. *The remainder of this Agreement shall continue in full force and effect.* In the event that a provision is determined to be unlawful, the Mayor or his designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

ARTICLE 16: USE OF TOBACCO

- A. Bargaining Unit Members shall not smoke, chew or use tobacco in any form in Fire Department vehicles or any areas of the Fire Department. The Fire Department shall be smoke-free designated by the Mayor.

- B. The use of tobacco products by a Bargaining Unit Member shall be in such a manner as to not be offensive to non-users or place non-users in a disadvantageous situation. Common courtesy shall rule.

ARTICLE 17: NO STRIKE

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any job action, defined to include but not be limited to, any strike, work stoppage, slowdown, picketing, work speed-up, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not founded in fact, or other action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the City of Ironton by the Union or by its members, officers or agents during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately notify its members that a violation is in progress, and such notice shall instruct Bargaining Union members to return to work.
- B. It is specifically understood and agreed that the Employer, during the time of any Job action shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in Section A above.
- C. The Employer agrees that it will not engage in any lockout of its employees, which shall be defined as not permitting employees to report to work or to complete their regular workday.

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.

ARTICLE 19: CONTRACTING OUT

- A. The Employer shall not contract out bargaining unit work. Local 532, IAFF, shall be the primary fire protection for the City of Ironton for the duration of this Agreement.
- B. This Article in no way interferes with mutual aid agreements reached with neighboring fire departments by the City of Ironton.

ARTICLE 20: BUILDING MAINTENANCE

- A. The City will endeavor within available resources to maintain adequate facilities for the employees of the Fire Department.

ARTICLE 21: TRAINING AND SCHOOLING

- A. The City of Ironton will make available in accordance with available funds up to sixteen (16) hours of training per man per year for the duration of this Agreement.
- B. The City will investigate the cost and availability of providing FETN and the Chief will regulate the use of same when provided when funds are available.
- C. Educational Leave will be granted to the members of the bargaining unit. Members using off-duty time for certified training will accumulate an educational leave bank equal to off-duty time used. The educational leave accumulated may only be used for certified training at off sight areas, when time off from duty is necessary to complete this training. A certificate will be furnished by any member using or accumulating educational leave within a reasonable period of time and leave will not be credited to the bank until a certificate is furnished. Classes taken to accumulate and expend educational leave must be oked in advance by the Chief and the I.A.F.F. president before this article can be employed.

ARTICLE 22: LABOR-MANAGEMENT COMMITTEE

- A. There shall be a Labor Management Committee consisting of three representatives from Local 532 and three from the City of Ironton. The three from Local 532 shall be appointed by the President of Local 532 and the three from the City shall be appointed by the Mayor and shall consist of the Chief or designee and whoever else is appointed by the Mayor.

The purpose of the committee shall be to meet on the request of either party and discuss areas of mutual concern, in hopes of resolving issues. The intent of the committee is advisory only. There shall be an agenda that is available to both parties at least 24 hours prior to the meeting.

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, 2006 except as otherwise indicated herein, and shall remain in effect up to and including March 31, 2009, 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, 2009, 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 10, 13, and Appendix A and B on February 1, 2007 and February 1, 2008.

Agreed to this _____ day of _____, 20____.

FOR THE CITY OF IRONTON:

FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

Mayor John Elam

Joe Marshall, IAFF Local 532 President

Robert Cross, Management Rep.

Louis Sheridan, IAFF Local 532 Vice-President

John McCabe, Public Svc. Coordinator

Joe Stephens, Negotiation Representative

D. Holiday Pay

<u>Years</u>	<u>Rank</u>	<u>2006 Salaries</u>
0-1 Yr Small Holiday Large Holiday	Probationary Firefighter	\$176.28 \$227.81
12-21 mos. Small Holiday Large Holiday	Firefighter	\$181.83 \$234.98
21-30 mos. Small Holiday Large Holiday	Firefighter	\$187.37 \$242.15
Over 30 mos. Small Holiday Large Holiday	Firefighter	\$192.92 \$249.32
Small Holiday Large Holiday	Lieutenants	\$202.38 \$261.54
Small Holiday Large Holiday	Captains	\$211.83 \$273.76

**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 \$100.00 annually to the Bargaining Unit member who receives his/her First Responder certification and each year upon proof of re-certification.

APPENDIX B: FOOD ALLOWANCE

- A. The City shall pay a food allowance in the following amounts 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.

Year 2000	\$50.00
Year 2001	\$55.00
Year 2002	\$55.00

- B. Further, when bargaining unit members are working overtime other than an emergency call-out they shall receive a meal ticket of four dollars (\$4.00) when 16-24 hours of overtime is worked.
- C. The parties agree to re-open this Appendix in 2007 and 2008.

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 1% effective April 1, 2000 making a total pickup of 8%.

Sponsored by:
Blankenship
Cleary
Johnson
Meeks
O'Leary

ORDINANCE NO. 06-58

APPROVING THE CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS AND DECLARING AN EMERGENCY

WHEREAS: The City of Ironton and the IAFF, Local 532 entered into extensive negotiations and have tentatively agreed to the negotiations of the 2006 contract and implement a new 3-year agreement effective April 1, 2006 and

WHEREAS: All contract language is to remain the same as in the previous contract except for those items specified below in Section 1-6.

WHEREAS; The same need to be ratified by this Council.

NOW THEREFORE BE IT ORDAINED: by the Council of the City of Ironton, Ohio:

- Section 1: Article 10 - Paragraph G and H changes,
- Section 2: Article 13 - New Paragraph D added,
- Section 3: Article 23 - B - Dates changed and new D added,
- Section 4: Appendix A - Wages,
- Section 5: That the proposed contract with IAFF is approved and adopted.
- Section 6; This Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare.

Passed this 28th day of September, 2006.

Janet Hieronimus
Clerk of Council

Chuck Cleary
Vice Mayor

Date 9/29/06
Approved / ~~Vetoed~~

[Signature]
Mayor

THE CITY OF IRONTON
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 532

The parties agree to the following to settle the 2006 contract negotiations and implement a new three year agreement effective April 1, 2006.

A. The following Articles are agreed to with no change to the current contract language:

- Article 01: PURPOSE AND RECOGNITION
- Article 02: DUES DEDUCTIONS
- Article 03: MANAGEMENT RIGHTS
- Article 04: HOURS OF WORK AND OVERTIME
- Article 05: LEAVES OF ABSENCE
- Article 06: DISCIPLINARY PROCEDURES
- Article 07: GRIEVANCE PROCEDURE
- Article 08: HOLIDAYS
- Article 09: VACATIONS
- Article 11: COURT APPEARANCE PAY
- Article 12: PROTECTIVE CLOTHING
- Article 14: PARITY
- Article 15: SEVERABILITY
- Article 16: USE OF TOBACCO
- Article 17: NO STRIKE
- Article 18: ALCOHOL AND DRUG TESTING
- Article 19: CONTRACTING OUT
- Article 20: BUILDING MAINTENANCE
- Article 21: TRAINING AND SCHOOLING
- Article 22: LABOR-MANAGEMENT COMMITTEE
- Appendix C: PENSION PICK-UP
- MEMORANDUM OF UNDERSTANDING RE: SENIORITY
- MEMORANDUM OF UNDERSTANDING RE: REDUCTION IN FORCE

B. Article 10 – Hospitalization will retain current contract language in paragraphs A, B, C, D, E & F.

Paragraph G keep at current contract language with the addition of the following *"The City will provide each full-time member of the bargaining unit a Tuberculosis (TB) test annually during this Agreement."*

Paragraph H will read as follows: *"The parties agree there shall be a re-opener for 2007 and 2008 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."*

- C. Article 13 – Clothing Allowance will retain current contract language in paragraphs A, B, and C.

New paragraph D will be as follows: *"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."*

- D. Article 23 – Duration will retain current contract language in A.

B the dates in this paragraph will be April 1, 2006 and March 31, 2009.

C will retain current contract language.

New D will be *"The Parties agree to re-open for negotiations Articles 10, 13, Appendix A & B on February 1, 2007 and February 1, 2008."*

- E. Appendix A – Wages will retain current contract language in A, 2006 all members of the bargaining unit shall receive a 50¢ an hour pay increase, 2007 re-opener for negotiations on wage, and 2008 re-opener for negotiations on wages.

B will retain current contract language

- 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

D. Holiday Pay

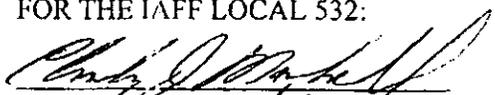
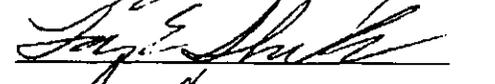
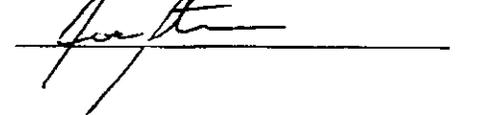
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**Fire Prevention Officer Receives eight (8) times his hourly rate for holidays plus has the holiday off.*

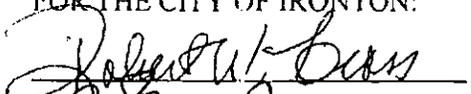
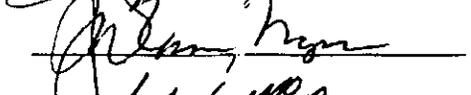
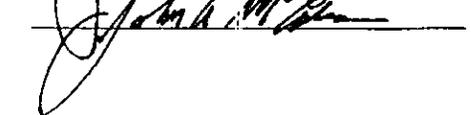
- E. Longevity will retain current contract language.
- F. First Responder will retain current contract language
- F. Appendix B – Food Allowance
 - A. CCL
 - B. CCL
 - C. The parties agree to re-open this Appendix in 2007 and 2008.

DATE SIGNED: 9/7/06

FOR THE IAFF LOCAL 532:

FOR THE CITY OF IRONTON:

**STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

2006 NOV - 7 A 11: 42

In the Matter of:

The International Association
of Firefighters Local 532

Employee Organization

-and-

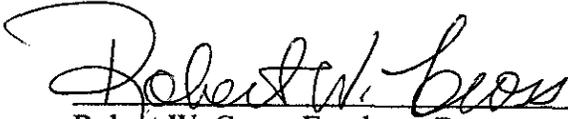
The City of Ironton

Employer

Case No.: 06-MED-01-0030

FILING OF COLLECTIVE BARGAINING AGREEMENT

The City of Ironton, pursuant to Board Rule 4117-9-07, hereby files a copy of the Collective Bargaining Agreement entered into between the Employer and the Employee Organization in the above referenced case.


Robert W. Cross, Employer Representative
Cross Management Consulting Services, Inc.
8593 Ohio River Road
Wheelersburg, Ohio 45694
(740) 574-4088