



71KE  
2013-2015

12-MED-06-0637

1130-05

K29830

07/19/2013

*Ordinance #  
# 31 2012*

AGREEMENT

BETWEEN

THE CITY OF LOGAN

AND

THE LOGAN PROFESSIONAL FIREFIGHTERS  
I. A. F. F. LOCAL #3868

SERB No. 2009-MED-05-0604

Effective January 1, 2013 through December 31, 2015

0

## TABLE OF CONTENTS

ARTICLE 1	AGREEMENT.....	1
ARTICLE 2	STATEMENT OF PURPOSE.....	2
ARTICLE 3	MANAGEMENT RIGHTS.....	2
ARTICLE 4	(Left blank).....	3
ARTICLE 5	WORK RULES.....	3
ARTICLE 6	WAGES.....	3
ARTICLE 7	SUPPLEMENTAL PAY.....	5
ARTICLE 8	HOURS OF WORK.....	6
ARTICLE 9	PREMIUM PAY.....	7
ARTICLE 10	HOLIDAYS.....	8
ARTICLE 11	VACATION.....	9
ARTICLE 12	FUNERAL LEAVE.....	10
ARTICLE 13	FAMILY MEDICAL LEAVE.....	10
ARTICLE 14	MEDICAL INSURANCE.....	11
ARTICLE 15	UNIFORM ALLOWANCE.....	12
ARTICLE 16	SICK LEAVE.....	13
ARTICLE 17	LEAVE OF ABSENCE.....	14
ARTICLE 18	TRAINING.....	14
ARTICLE 19	DISCIPLINARY ACTION.....	15
ARTICLE 20	GRIEVANCE PROCEDURE.....	16
ARTICLE 21	ARBITRATION.....	17
ARTICLE 22	PERSONNEL FILES.....	18
ARTICLE 23	LABOR-MANAGEMENT COMMITTEE.....	18
ARTICLE 24	SENIORITY.....	18
ARTICLE 25	PROMOTION.....	19
ARTICLE 26	HEALTH AND SAFETY.....	19
ARTICLE 27	SEVERABILITY.....	20
ARTICLE 28	WAIVER.....	21
ARTICLE 29	DURATION.....	21
APPENDIX A	MEMORANDUM OF UNDERSTANDING.....	22

## ARTICLE 1 AGREEMENT

Section 1.1. Agreement. This Agreement is entered into between the City of Logan, Ohio and the Logan Professional Firefighters Association, I.A.F.F. Local 3868. The terms of this Agreement shall be binding, following the approval of the City Council, for the Agreement period. The express provisions of this Agreement shall be reduced to writing, dated and signed by the Mayor or his/her agent on behalf of the City, and by the I.A.F.F. representatives.

Section 1.2. Recognition. The City hereby recognizes the Logan Professional Firefighters Association as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other and conditions of employment for all full-time, non-probationary employees that have been certified by the State Employee Relations Board, Case Number 03-REP-05-0087.

Section 1.3. Definitions: The following vocabulary shall be understood by both parties within this agreement as meaning:

I.A.F.F.: International Association of Fire Fighters (Union).

Bargaining Unit or Bargaining Unit Employee: Anyone employed by the City of Logan Division of Fire (Full-time), and whose work schedule and benefit package are set by this agreement. This may be any member or non-member of the I.A.F.F.

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

Entry Level Review Board: A group of individuals chosen by the Chief of the fire division, that regulates, evaluates and may help in the evaluation of Probationary Firefighters.

Duration of a Run: The amount of time between an alarm being dispatched, the emergency being mitigated and the applicable items on the check list being completed and the Duty Officer will release personnel.

Run: Any situation that requires the attention and or response of the fire personnel.

Emergency Overtime: Any unscheduled overtime that may arise after the 12:01 deadline of each Monday, the start of the workweek, which includes any requested item with twenty-four (24) hours or less of notification.

Total Rate of Pay: The hourly rate of compensation plus all pay supplement. (i.e. Longevity, Supervisor)

Disconnected to: Shall mean all time not connected to a regular scheduled work shift.

Connected to: Shall mean call in time that starts with or ends with a time included in the regular work schedule.

~~Anniversary Date: Shall mean an employee's specific date of hire.~~

## ARTICLE 2 STATEMENT OF PURPOSE

Section 2.1. Statement of Purpose. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 2.2. Dues Deduction: The I.A.F.F.'s Labor Management Committee will notify the City of the dues it charges and its current membership, and update this information as needed. Dues will be deducted upon terms agreeable to the City and the Union, and upon presentation of a written deduction authorization by the employee.

Section 2.3. Fair Share:

- A. Any employee, both present and future, who is not a member of the I.A.F.F. shall as a condition of employment, pay a monthly service charge equivalent to the dues paid by all members (in good standing) of the I.A.F.F., to be deducted by the City from the pay of the employee and forwarded to an account specified by the I.A.F.F.'s Labor Management Committee. Any such deduction shall be subject to the provisions set forth in ORC. Section 4117.09 and 4117.09(c).
- B. It is further agreed that the I.A.F.F. shall defend and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under this Section. Except for failure to forward deducted fees.

## ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1. Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees, including the assignment and allocation of work, to introduce new and/or improved equipment, methods an/or facilities, to determine work methods; to determine the size and duties of the work force, the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, assignments of employees, numbered employed, duties to be performed, qualifications required, and worked, subject only to the restrictions and governing the exercise of those rights as are expressly provided herein and as permitted by law.

Section 3.2. Discrimination: Neither party will discriminate for or against any member or non-member of the bargaining unit on basis of age, sex, race, color, creed, marital status, national origin, political affiliation or non-affiliation.

**ARTICLE 4**  
**(Left blank intentionally)**

**ARTICLE 5**  
**WORK RULES**

Section 5.1. Work Rules: The City agrees that a current copy of the "Rules and Regulations of the Division of Fire" shall be furnished to all members of the bargaining unit in written form within thirty (30) days of the signing of this Agreement.

The Union recognizes the City's right and obligation to promulgate written policies, procedures and directives to regulate the personal conduct of employees at work, for the conduct of the City's services and programs and for such other purposes as it may deem necessary.

The City agrees to make such written work rules available to employees and to post them conspicuously at the primary work locations. Before new or changed work rules are posted they will be reviewed with the Union at least two (2) weeks prior to the time such rules take effect, the exception to this would be concerning issues of safety and or government mandates, i.e.; State or Federal laws. All employees of the bargaining unit shall sign off on all work rules posted to acknowledge that they have read and understood them. The refusal of an Employee to sign the new or revised work rule or policy shall not negate the new or revised rule or policy from the effective date.

Section 5.2. Layoffs: In the event that the Employer determines that layoffs within the bargaining unit are necessary, prior to the implementation of the layoff, the Employer will meet with the Union for the purpose of discussing the impact of the layoff, and to attempt to resolve other matters applicable to the layoff of bargaining unit members. Further, the City shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, as defined by their original date of continuous employment within that classification, beginning with the least senior and progressing to the most senior up to the number of employees who began work on the same day, their respective appointment times shall determine the seniority listing. Also all temporary, intermittent, part-time, volunteer and seasonal employees of the department (Fire Division) will be laid off before members of the bargaining unit.

**ARTICLE 6**  
**WAGES**

Section 6.1. The following pay ranges shall be adopted to be effective ~~January 1, 2013~~ and shall remain in effect through ~~December 31, 2013~~. The rates are straight time hourly rates.

### Firefighters

		Step 1	Step 2	Step 3
2013	2.25%	12.38	12.79	13.08
2014	2.50%	12.69	13.11	13.40
2015	2.25%	12.98	13.41	13.71

### Lieutenants

		Step 1	Step 2	Step 3
2013	2.25%	13.95	14.49	15.05
2014	2.50%	14.30	14.85	15.43
2015	2.25%	14.62	15.18	15.78

Step 1 shall be the normal hiring rate and normal rate of progression shall be on an annual basis ~~the employee's anniversary date.~~

All the foregoing notwithstanding, all overtime hours and compensation therefor shall be credited and calculated in conformity with the provisions of the Federal Fair Labor Standards Act, as well as all applicable rules and regulations adopted pursuant thereto. For the purposes of this section, paid sick leave, paid vacation, paid holidays and compensatory time shall be considered actual time work regarding the calculation of Federal Fair Labor Standards Act benefits. For purposes of the Federal Fair Labor Standards Act, the benefits shall be calculated on a bi-weekly basis and based on a work week of (50) fifty hours.

Section 6.2. Call-in Time: Employees called in at a time disconnected to their regular scheduled hours of work, shall be paid a flat rate equal to one and one-half (1 ½) times their total rate of pay (hourly) for the time worked but no less than three (3) hours for such call-in. Further this rate of pay shall be based on a per run basis for each bargaining unit employee.

Section 6.3. Off Duty Runs: Off duty runs shall be paid on a per run basis for each bargaining unit employee. The rate shall be three (3) times one and one-half (1½) the normal rate of pay. If the duration of a run lasts more than three (3) hours, the employees shall revert back to straight overtime. Any fire run two (2) hours before the start of the on-coming shift will be paid as an off duty run unless the run lasts past the 8:00 start time and then will be as overtime for the on-coming shift.

Section 6.4. There shall be no pyramiding of premium pay.

Section 6.5. Plus Rating: Employees in the Fire Division (Bargaining Unit) assigned to perform work of a higher classification for two (2) or more hours within a tour of duty shall receive the pay at a rate of fifteen percent (15%) higher than the individuals current rate of pay during that

assignment. In the event an incident occurs that generates a Fire Division run number, the bargaining unit member performing work of a higher classification shall receive said plus rating pay at the nearest one-tenth (1/10<sup>th</sup>) as provided in Section 9.1. If the Chief is incapacitated or out of town for three (3) or more consecutive workdays, a bargaining unit employee (from the Fire Division) shall be assigned to the Chief's position until such time that he returns to duty.

Section 6.6. Meal Allowance: Employees on call-in or overtime status required to work four (4) or more hours under emergency conditions shall be paid a meal allowance of five dollars (\$5.00) for each four hours worked.

Section 6.7. Personal Vehicles: The City recognizes that employees may be required to use personal vehicles for department use for schooling and for emergency response. When this becomes necessary the City agrees to compensate the employee for any damage that occurs during the use of said vehicle, excluding normal wear and tear.

The City agrees to compensate the employee the maximum amount per mile allowed by ordinance of the City of Logan, for use as transportation to and from schools, seminars and/or any training approved by the City.

## ARTICLE 7 SUPPLEMENTAL PAY

Section 7.1. Longevity Pay: In addition to the above wages, a longevity supplement will be paid according to the scale below. Such longevity supplement shall be included in the base hourly rate for purpose of the calculation of overtime and for the calculation of plus rating.

Section 7.2.

Longevity Scale Years of Service

<u>Years of Service</u>	<u>Hourly Rate of Pay</u>
4 and 5	\$ <del>.40</del> <del>\$.45</del>
6 and 7	\$ <del>.45</del> <del>\$.50</del>
8, 9, and 10	\$ <del>.50</del> <del>\$.55</del>
11, 12, 13, and 14	\$ <del>.60</del> <del>\$.65</del>
15, 16, and 17	\$ <del>.70</del> <del>\$.75</del>
18, 19, and 20	\$ <del>.80</del> <del>\$.85</del>
21 and 22	\$ <del>.90</del> <del>\$.95</del>
23, 24, and 25	\$ <del>1.00</del> <del>\$1.05</del>
26 and above	\$ <del>1.10</del> <del>\$1.15</del>

The City shall advance the employee to the next level on the first pay period following the required years of service in each level.

**ARTICLE 8**  
**HOURS OF WORK**

Section 8.1. The regular workday for employees shall be twenty-four (24) hours beginning at 0800 hours and ending the next day at 0800 hours. The workweek shall be considered fifty (50) hours. Each workday will be followed by forty-eight (48) hours scheduled off duty. The rates of pay and ranges prescribed in the pay plan are based on an average workweek of fifty-six (56) hours and a typical work year of 2,912 hours.

For the purposes of compliance with the Fair Labor Standards Act (FLSA) in the case of investigation or audit by the U.S. Department of Labor, employee overtime shall be computed at the rate of one and one-half (1½) times the regular hourly rate for time worked in excess of one hundred fifty-nine (159) hours in a work period in a twenty-one (21) consecutive day cycle.

Employee biweekly compensation will be in accordance with the following schedule:

Week #1:	56 hours regular straight time
Week #2:	56 hours regular straight time
Total:	112 hours regular straight time

Any overtime worked shall be paid during the same two (2) week cycle it was worked.

Section 8.2. Kelly Days. In order to avoid working in excess of one hundred fifty-nine (159) hours during any twenty-one (21) day work period as specified in Section 8.1, employees shall be scheduled one (1) "Kelly Day" every third twenty-one (21) day work period. Kelly Days shall be scheduled in December of each year for the following calendar year and shall take precedence over any other requested time off.

Kelly Days shall start with the first Friday in January 2010. Kelly Days will rotate through each shift so that each employee will receive one (1) day off every nine (9) weeks. Kelly Days shall be scheduled on Fridays. Should the need arise that the employee is needed to work their normal Kelly Day, then they shall, with the approval of the Fire Chief and without creating a scheduling conflict, have the ability to make up their Kelly Day before their next scheduled Kelly Day. The Fire Chief shall notify a member forty eight (48) hours prior to such scheduling change.

A member previously scheduled for a Kelly Day, is subject to work on their Kelly Day if unscheduled sick leave is utilized by another shift member. No additional compensation shall be provided, however, the member shall have the Kelly Day rescheduled.

Vacation and/or compensatory time may be scheduled on the same work day as Kelly Days, provided it does not adversely affect manpower requirements or create overtime. No more than one (1) member on "Kelly Day" per work day is permitted.

*Note: Section 8.2 shall be discontinued if either party provides a written notification of such intent by December 31, 2010. If discontinuation occurs, the parties shall delete Section 8.2 and insert the following for Section 8.1: Employee biweekly compensation will be in accordance with the following schedule:*

Week #1: 56 hours regular straight time + 6 hours of ½ pay  
Week #2: 56 hours regular straight time + 6 hours of ½ pay  
Total: 112 hours regular straight time + 12 hours ½ pay

*The discontinuation of Section 8.2 is subject to a grievance and/or labor management meeting, however, it is not subject to arbitration.*

Section 8.3. After a Firefighter works a maximum of thirty-six (36) hours, he/she shall be on an unpaid rest period to twelve (12) hours before returning to work unless emergency conditions exist.

Shift changes shall be posted two weeks prior to the effective date of change, except in emergencies such as manpower shortages, schooling, etc. Any employee required to change shifts for any reason shall have a minimum of 48 hours off duty between duty assignments, and shall be credited the same as working the regular 56 hour work week. Firefighters attending 40 hour schooling or appointed to a 40 hours a week shift as described below shall return to work after a minimum of 48 hours off duty.

Upon request by the Fire Chief or the Director of Public Safety and upon consent of the Bargaining Unit member, a Fire division employee may be placed on a temporary 40 hour week to accommodate short term medical reasons, emergencies and necessities of the fire department. Said firefighter shall be paid the same amount he would have received as in the normal 56 hour week, and shall not be penalized for so complying, it shall be understood by both parties in this agreement that this privilege will not be abused.

When an employee is placed on a temporary Forty (40) hours week to accommodate for short term medical reasons, the use of Vacation and Sick Leave will be prorated at the following formula. One (1) hour of time off used will deduct one and four tenths (1.4) from the appropriate time bank.

## **ARTICLE 9** **PREMIUM PAY**

Section 9.1. Overtime: Employees required to work more than the regularly assigned number of hours during a pay period, shall be compensated at the rate of one and one-half times the employee's base hourly rate of pay for all work over the regularly scheduled number of hours for that pay period when such work is authorized by the Safety-Service Director or his authorized representative. Such authorization may be granted retroactively.

Overtime payment shall be made to the nearest one-tenth (1/10) of an hour. Holidays taken as days off during a duty week will count as hours worked for the purposes of calculating overtime. Employees may choose to receive payment for overtime work by compensatory time off at the rate of time and one-half off.

Overtime will be distributed on an equitable basis from a list that shall initially be established in order of seniority. If an employee cannot be reached to work an overtime assignment, he shall go

to the bottom of the overtime list. Distribution of overtime shall be reviewed by the Chief or Service Director or both on a quarterly basis for the purpose of adjusting inequities.

Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity.

Section 9.2. Compensatory Time:

A. Compensatory Time must be used at a mutually agreeable time within (6) six months of the end of the pay period in which it was earned. If not used, compensatory time will be paid at the overtime rate at current rate of pay. The employee shall submit a written request and receive approval from the Chief prior to taking compensatory time off.

Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at the current rate of pay.

B. All of the foregoing notwithstanding, overtime hours and compensation therefore shall be credited and calculated in conformity with the provisions of the Federal Fair Labor Standards Act and applicable rules and regulations adopted pursuant thereto. For the purposes of this section, paid sick leave, vacation, holidays, and compensatory time shall be considered actual time worked in regard to the calculation of Federal Fair Labor Standards Act, the benefit shall be calculated on a bi-weekly basis.

Section 9.3. Right of Refusal: Employees shall have an initial right to refuse an offer for overtime or call-in work. If the supervisor is unable to obtain an employee for the non-emergency overtime, the supervisor shall go back to the top of the list and require the first individual he is able to reach to perform the necessary overtime work.

Section 9.4. Emergency Overtime: In a manning emergency the normal right of refusal does not apply. The supervisor may order the first employee that is contacted to perform the necessary overtime.

Section 9.5. Scheduled Overtime: The workweek shall be computed between 12:01 am. on Monday of each calendar week and 12:00 p.m. the following Sunday. Employees may not be rescheduled after the start of the workweek. Any rescheduling after the start of the workweek will require that the employee be compensated double his/hers regular rate of pay for the entire time worked. Emergency Overtime shall not be considered rescheduling an employee.

**ARTICLE 10**  
**HOLIDAYS**

11

Section 10.1. The following days shall be designated as holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
	Thanksgiving Day

Memorial Day	Christmas Day
Independence Day	Birthday
Labor Day	Martin Luther King Jr. Day

Holiday Pay: Employees shall be paid eight (8) hours straight time for each holiday during the appropriate pay period.

Section 10.2 Payment for working on a holiday: Employee duty day falls on a holiday: When an employee normally scheduled duty day falls on a holiday shall be paid at the rate of one and one-half (1½) times the employee's straight time hourly rate.

Employee is pre-scheduled to work overtime on a holiday: When an employee is pre-scheduled to work overtime on a holiday shall be paid at the rate of two and one-quarter (2-1/4) the employee's straight time hourly rate.

Section 10.3. To be eligible for holiday pay, an employee must be in pay status on both the day immediately preceding and the day immediately following the holiday.

Section 10.4. Personal Leave: In addition to the holidays listed above, employees shall receive four (4) tours of duty of personal leave, with pay, upon request to and approval by the employee's supervisor, provided the request for personal time is received by the supervisor at least twenty-four (24) hours in advance of the date requested.

## ARTICLE 11 VACATION

Section 11.1. Vacation: Employees of the Fire Division shall earn vacation on the following schedule:

<u>Years of Employment</u>	<u>Vacation Days</u>	<u>Vacation Hours</u>
1-3	5	120
4-7	6	144
8-11	7	168
12-15	10	240
16-19	12	288
20+	14	336

*vac  
cash  
in*

After an employee has taken four (4) tours of duty off in a vacation year, the employee may be paid for additional earned vacation at the employee's total rate of pay. The maximum an employee shall be paid per year is one hundred (100) hours.

New employees (Probationary) shall be eligible to use vacation after six (6) full calendar months of employment with the Division of Fire.

An employee, shall be compensated, at his current total rate of pay, for any unused vacation leave accrued to his credit for up to three (3) years at the time of separation from employment for any reason.

Vacations shall be scheduled subject to the manning requirements of the City as determined by the Safety-Service Director.

Vacation requests must be made in writing at least two (2) weeks before the start of such proposed vacation when requesting vacation of one (1) week or more. Requests for shorter periods must be received forty-eight (48) hours in advance. In case of conflicting requests and subject to manning requirements, vacations shall be scheduled on the basis of seniority. However, vacation request shall not be unreasonably denied.

Vacation pay may be paid on an employee's last day of work prior to the vacation if requested from the City Auditor at least five (5) working days in advance of the scheduled vacation.

Vacation leave may be granted in minimum units of one (1) hour.

Employees shall receive a written response to vacation requests no longer than two (2) tours of duty after submission of requests for one (1) or more weeks of vacation and no longer than twenty four (24) hours for shorter periods.

## **ARTICLE 12** **FUNERAL LEAVE**

Section 12.1. Upon the death of any member of the employee's or his/her spouse's immediate family the employee may take two (2) days funeral leave with full pay for the purpose of making funeral arrangements and attending the funeral. Immediate family shall be defined as the following; spouse, child, mother, father, foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent living in the same household. Further, requests may be made to the Service Director for the purpose of Funeral leave for attending such events of someone who holds a special relationship to the employee and his/her family.

Section 12.2. Funeral leave shall begin on the date of death and must be requested by the employee and approved by the Safety-Service Director.

## **ARTICLE 13** **FAMILY MEDICAL LEAVE**

Section 13.1. Employees shall be granted Family Medical Leave under the provision of the FMLA. Employees are required to utilize available paid leave before utilizing unpaid leave.

**ARTICLE 14**  
**MEDICAL INSURANCE**

Note: This article (Article 14) is subject to a reopener in year 2 of the Agreement.

Section 14.1. Medical / Hospital Insurance Coverages:

The City shall make health care benefits coverages available to employees under the City's health care plan, which shall include, at a minimum; the following:

- A. Hospitalization / Surgical coverage
- B. Diagnostic, X-Ray, and Laboratory Services
- C. Obstetrics Coverage
- D. Prescription Drug Coverage
- E. Hospice and Home Health Care Coverage
- F. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
- G. Mental Health / Substance Abuse Services
- H. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The Plan is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation.

The City will utilize its best efforts to ensure that medical / hospital insurance coverage is provided on a uniform basis to all City employees. In any event, the coverages and benefit conditions provided to employees under this agreement shall be no less favorable than those afforded to non-represented administrative employees.

Section 14.2. Cost Sharing: Employees shall pay, by wage withholding twelve percent (12%) for the first \$1800.00 of family premium coverage or for the first \$700.00 of single premium coverage. All additional costs over and above the established premiums shall be borne the responsibility of the employee. The employees' contribution shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income. The City shall establish such a Section 125 plan as soon as practicable.

The City shall pay any and all bargaining unit members ~~one thousand five hundred dollars (\$1,500.00)~~ ~~(\$2,000.00)~~ for non-enrollment for a single plan and ~~two thousand dollars (\$2,000.00)~~ ~~(\$2,500.00)~~ for non-enrollment in a family plan of the City's medical insurance.

The City shall make available additional insurance plans such as eye and dental coverage. The employee shall assume the extra cost of these additional plans.

Section 14.3. Notwithstanding the provisions in Section 14.1 above, which provides for health

care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the Agreement. The City shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at the discretion of the City and may be subject to change. Employees may withdraw from said program at their discretion and shall be entitled to the benefits described in Section 14.1.

Section 14.4. Liability Insurance: The City shall purchase appropriate liability insurance covering employees with minimum limits of One Million dollars (\$1,000,000) for potential civil liability claims made against employees while engaged in the proper pursuit of employment, at no cost to the employee.

Section 14.5. Life Insurance: The City shall provide a twenty-five thousand dollar (\$25,000) Life with Accidental Death and Dismemberment Insurance Policy at no cost to the employee.

## **ARTICLE 15**

### **UNIFORM ALLOWANCE**

Section 15.1. The City shall assume the cost of outfitting new employees with uniforms and equipment consistent with the Department's stated Uniform Policy. These uniforms and equipment shall be purchased by the City within one year of the hire date of the employee.

Section 15.2. After the first year of employment, uniformed employees shall be entitled to a uniform allowance. This shall be paid on a Semi-annual basis, namely the first pay periods of January and July of each calendar year. The amounts to be paid shall be \$300.00 per semi-annum for the duration of this contract.

Section 15.3. Initial changes of uniform resulting in change of rank shall be paid for by the City. When uniform changes are mandated by the City, the initial changes shall be paid for by the City.

Section 15.4. Equipment and uniform items, lost, stolen or damaged through negligence shall be repaired or replaced by the employee. Equipment articles needing replacement or repair due to job related wear and tear shall be repaired or replaced by the City.

Section 15.5. Uniform items shall become the property of the employee. Equipment articles, including department badges, shall remain the property of the City and shall be returned to the City upon resignation or termination.

Section 15.6. Pro-rated Allowances: If an individual is hired in or during the "in-between" months, i.e.; between January through July and July through January of the calendar year, they shall be credited with those months worked prior to the allowance payment. It shall be further understood that eligibility for this pro-rated amount, will not be paid until after the employee has completed (1) one year of service. The calculation for the pro-rated amount of this agreement shall be \$600.00 divided by 26 for each pay period worked.

**ARTICLE 16**  
**SICK LEAVE**

Section 16.1. Sick Leave: Sick leave shall be computed on the basis of 6.44 hours for each period of 112 hours worked. When sick leave is used, it shall be deducted from the employee's credit on a basis of one (1) hour for every hour of absence. Employees shall be compensated at their regular hourly rate for all authorized sick leave.

Sick leave may be used for the following reasons:

1. Personal injury or physical incapacity.
2. Illness in the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as is necessary to make appropriate longer term arrangements.
3. Medical, dental, or optical examination or treatment of an employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period.

The Safety-Service Director may require an employee to furnish a satisfactorily written, signed statement to justify the use of sick leave.

Employees retiring under a State regulated retirement system shall receive payment for accrued but unused sick leave on the basis of one (1) day for each four (4) days of accrued not to exceed sixty (60), eight (8) hour days or four hundred eighty (480) hours.

Up to five (5) tours of duty per member may be donated to other employees in a calendar year. In order for an employee to be eligible to receive a donation, he must have no accumulated leave balances left and must be on an Employer-approved leave of absence. An employee may not receive more hours than what would be unpaid during the current pay period. The donor will not stand to lose his/her sick leave bonus.

Section 16.2. Injury Leave: A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay and benefits not to exceed one hundred eighty (180) calendar days.

In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for

medical benefits only. Pending the determination of the claims compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he is unable to work. Upon approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the one hundred eighty (180) day period. Should a claim be denied at any time during the time period described in Sections 1 and 2, the Employer's obligation to provide such payment shall be terminated.

After one hundred eighty (180) calendar days should the employee be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty medical exam to ascertain whether or not a light duty position or transitional work may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

Section 16.2. Sick Leave Bonus: Each employee shall earn a bonus for non-use of sick leave based on the following schedule:

0 to 24 hours used (0-1 Tour of Duty)	\$160.00
More than 24 hours but not more than 48 hours (1-2 Tours of Duty)	\$140.00
More than 48 hours but not more than 72 hours (2-3 Tours of Duty)	\$120.00
More than 72 hours but not more than 96 hours (3-4 Tours of Duty)	\$75.00

Payment shall be based on the use of sick leave during a calendar year and shall be paid on the first full pay period in January of the following year.

The use of sick leave with approved Family Medical Leave shall not be included in determining the Sick Leave Bonus.

## **ARTICLE 17** **LEAVE OF ABSENCE**

Section 17.1. Personal leaves of absence without pay for personal reasons or because of extended illness may, in the discretion of the City be granted upon request. For periods not to exceed two years, if no paid leave is available.

Section 17.2. Upon return from a leave, the employee will be reinstated to his former position or one of equal grade if the employee is physically able to perform the required duties.

## **ARTICLE 18** **TRAINING**

Section 18.1. The City will compensate employees at time and one-half for training which the City requires employees to take on off-duty time and will pay for the necessary books, materials, mileage, tuition, and other necessary expenses.

Section 18.2. The City shall, as a matter of policy, encourage employees to further their education by taking job-related training which is not required by the City. Employees will be reimbursed by the City for the cost of tuition, books and course materials on the following conditions:

1. Prior approval is received from the City Service-Director in writing.
2. The course is successfully completed with a grade equivalent of a C or better.
3. Reimbursement will be made upon presentation of paid invoices for reimbursement items.
4. If the employee's service with the City is terminated for just cause or by the employee's own volition within one year of completion of the course, the employee shall return the City's outlay on a pro rated basis. Such return may be obtained by deduction from final pay.
5. The City shall respond in writing its decision within five (5) working days after the submission of a request for reimbursement.

Section 18.3. Training Incentive Bonus: All employees covered hereunder who possess a (2) two year Fire Science degree or Hazardous Materials training level three or higher or hold a Certified Fire Safety Inspectors card shall receive an Incentive payment of \$15.00 per bi-weekly pay period for the length of this agreement.

## **ARTICLE 19** **DISCIPLINARY ACTION**

Section 19.1. The tenure of every bargaining unit employee shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause. The employer shall give copies of all written disciplinary actions, which are placed, in his/her personal file to the affected member.

Except in instances wherein the employee is found guilty of serious or gross misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Whenever the Employer determines that an employee may receive disciplinary actions which may lead to a suspension or greater, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated no less than 96 hours prior to the disciplinary meeting unless an emergency exists.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union steward or officer during such

response.

Section 19.2. Records of disciplinary action including verbal reprimand, written reprimand, and suspension of less than three (3) days shall cease to have force and affect twelve (12) months after their effective date and will be removed from the employee's personnel file, providing no intervening disciplinary action has been taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing no intervening disciplinary action has been taken during that time period.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

Section 20.1. There shall be an earnest, honest, and prompt effort to settle differences. If any controversy or difference arises between an employee or group of employees and the City with respect to the interpretation, application, or alleged violation of this Agreement, such a controversy shall be handled as follows:

An employee having a grievance shall first attempt to resolve it informally with his immediate supervisor. At this stage, there is no need to put the grievance in writing.

The supervisor shall render a decision no later than three (3) calendar days from the date of the presentation of the grievance. If the employee is not satisfied with the response of his supervisor, he may pursue the formal steps which follow. The grievance must be filed at step 1 within ten (10) working days of the occurrence of the cause for grievance or within ten (10) working days of the time the employee could reasonably become aware of the cause for grievance, but in no case later than thirty (30) calendar days following the date of such facts.

#### STEP 1:      Chief

The employee shall present the grievance on a grievance form obtained from his steward or the Chief. The grievant shall indicate on the form the exact nature of the grievance and the Article of this Agreement alleged to be violated. The Chief shall meet with the employee and witnesses may be called by either party.

The Chief must meet the grievant and respond in writing within ten (10) working days of receipt of the grievance.

If the grievant does not refer the grievance to Step 2 of the grievance procedure within ten (10) working days of the Chief's response, the grievance shall be considered to be satisfactorily settled.

#### STEP 2:      Safety-Service Director

The employee shall refer the grievance to the Safety-Service Director, who shall meet with the grievant. Witnesses may be called by either party. The Safety-Service Director shall render a decision in writing within ten working days of the receipt of the grievance. If the employee does not refer the grievance to Step 3 within ten (10) working days of the answer at Step 2, the grievance shall be considered to be satisfactorily settled.

STEP 3:      Mayor

The employee shall refer the grievance and all relevant material concerning the grievance to the Mayor, who shall convene a meeting between himself, the grievant, and the Director, and such witness as may be deemed appropriate by the parties within ten (10) working days of receipt of the grievance. The Mayor shall respond to the grievance in writing within ten (10) working days of the hearing.

STEP 4:      Mediation/Arbitration

If the Union does not refer the grievance to mediation or arbitration within ten (10) working days of receipt of the Mayor's answer, the grievance shall be considered to be satisfactorily settled.

Section 20.2. It is the intent of the parties that all time limits in this grievance procedure shall be met. However, short time extensions may be granted by mutual consent in writing. Should management fail to respond within the prescribed time limits, the grievant may move his grievance along immediately to the next step.

**ARTICLE 21**  
**ARBITRATION**

Section 21.1. The arbitrator shall be selected in the following manner: The American Arbitration Association shall be jointly requested to submit a panel list of fifteen (15) arbitrators. The parties shall then choose an arbitrator pursuant to the selection rules of the American Arbitration Association.

Section 21.2. The arbitrator shall not have the authority to change, add to, or detract from this Agreement; he shall have the authority to rule on any matter involving the exercise of management rights.

Section 21.3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Section 21.4. The decision of the arbitrator shall be final and binding on the grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

Section 21.5. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both

parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

## **ARTICLE 22** **PERSONNEL FILES**

Section 22.1. The City shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, the employee shall be permitted to examine his official file at any reasonable time in the presence of a representative of the City, and to have placed in such files non-derogatory memoranda offered by the employee. The City shall take all reasonable precautions to insure the confidentiality of personal files.

Section 22.2. When public requests for employee personnel files are made, the employer shall: 1) make every reasonable attempt to contact the employee and offer him the opportunity to review his file prior to releasing the information, and 2) insure all information excepted by ORC 149.43 has been redacted. A representative of the City Auditors Office shall be present during any inspection of an employees file.

## **ARTICLE 23** **LABOR-MANAGEMENT COMMITTEE**

In the interest of sound personnel relations between the City and the employees, there shall be a Labor-Management Committee. The bargaining unit may designate (2) two persons to act as its representatives on the committee. The City may designate (2) two persons to act as its representatives on the committee. The Committee shall meet on an as needed basis to discuss matters of mutual concern, including the administration of the Agreement, with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest.

The Committee shall not act on grievances but may discuss the general causes of grievances and methods for removing those causes.

Labor-Management meetings shall be scheduled during normal working hours. Meetings may be cancelled by mutual consent or special meetings may be called by mutual consent. The parties shall alternate preparation of minutes of these meetings.

## **ARTICLE 24** **SENIORITY**

Section 24.1. Seniority means the total length of continuous service in a position or a succession of positions within the Fire Division.

The following situations shall not constitute interruptions of continuous service:

1. Absence while on approved leave of absence
2. Absence while on approved sick leave or injury leave
3. Military leave
4. A layoff of less than one (1) year's duration
5. A resignation where the employee is re-employed or reinstated within one (1) year.

Section 24.2. Seniority is lost due to the following:

1. Discharge for just cause
2. Retirement
3. Layoff of one (1) year or more
4. A resignation other than designated in Section 23.1(5) above.
5. Three (3) or more days of consecutive work absences without notice.

## **ARTICLE 25** **PROMOTION**

The City agrees to abide by all applicable provisions of Ohio Revised Code in its promotion proceedings so long as the City remains a statutory City.

## **ARTICLE 26** **HEALTH AND SAFETY**

The City shall provide a safe and healthy working environment in accordance with applicable State and Federal laws.

Any employee/bargaining unit member who believes a safety hazard exists, such as unsafe equipment, conditions, or practices, should report the situation immediately to their supervisor. The supervisor will then investigate and take any steps necessary to correct the unsafe condition.

The City recognizes the Union's right to establish a Safety and Health Committee to represent the safety and health concerns of the firefighters. This Committee shall meet with the City's representatives quarterly at mutually agreed upon times to discuss matters of concern and make recommendations. More frequent meeting may be held by mutual agreement of the parties. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

The function of the Safety and Health Committee is to:

- Recommend changes or additions to protective equipment, protective apparel or devices.
- Recommend changes or additions to the physical and environmental conditions in Fire Department facilities.
- Review Fire Department injuries or illnesses.

- Discuss safety policies and recommend their adoption by management.
- Work to have department-approved recommendations put into practice.
- Learn about different safety matters and incorporate them into training.
- Maintain safety awareness and interest throughout the department, and help make safety an integral part of job procedures and employer operations.

The City agrees to supply and make available all materials required in the day-to-day maintenance, sanitation, an upkeep of all fire facilities.

The City agrees to pay for any additional costs not covered by the insurance company for a routine annual physical for each employee covered by the City's insurance. Any employee not covered by the City's insurance, but has coverage that meets or exceeds the City's insurance, shall have any additional costs paid for by the City so long that it does not exceed what a covered employee would receive.

Recognizing that a physically fit firefighting force is essential to maintaining efficiency and avoiding costly injuries, the City and the Union shall cooperatively establish fitness standards and encourage the maintenance of such standards for all employees of the Fire Division.

Because the safety of firefighters and the public are directly affected by the manning of apparatus by on-duty personnel, the City agrees that no less than two (2) bargaining unit employees (of the Fire Division) will always be on duty to respond. Further all probationary Firefighters, Volunteer Firefighters or Interim Firefighters shall not be considered part of the two (2) person manning ordinance unless they have met the qualifications set forth by the City "Entry Level Review Board", this board shall be comprised of the Senior Lieutenant and Senior Firefighter and the Fire Chief.

Situations that arise causing any one bargaining unit employee of a two (2) man shift (essentially unresponsive to calls) to be away from the station. The Fire Chief may be utilized to help cover for the time needed, not to exceed 1.5 hours of said coverage. Further it is stipulated, that these occurrences are concerned only during regular work hours as to when the Fire Chief is working (0800 -1600 hrs, Monday-Friday). If the time in question does exceed 1.5 hours all clauses within this contract concerning this issue come into effect.

## **ARTICLE 27**

### **SEVERABILITY**

Section 27.1. If, during the life of this Agreement, there exists an applicable law or any applicable rule, regulation or order issued by governmental authority which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

Section 27.2. In the event of suspension or invalidation of any Article or Section of this

Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory resolution of the matter.

**ARTICLE 28**  
**WAIVER**

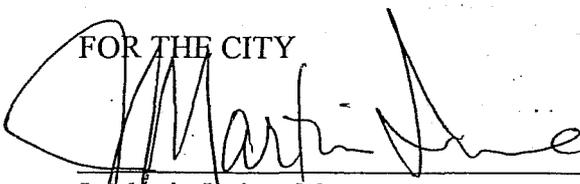
Section 28.1. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement.

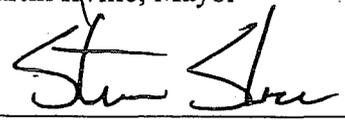
Section 28.2. Therefore, the parties voluntarily waive the right to bargain collectively on any subject or matter not included herein during the term of this Agreement. The parties may, however, by mutual consent, agree to discuss or enter into negotiations on matters that may be prompted by enabling legislation passed by the State Legislature.

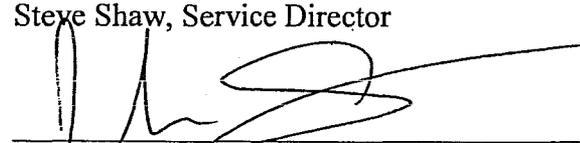
**ARTICLE 29**  
**DURATION**

This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect through December 31, 2015.

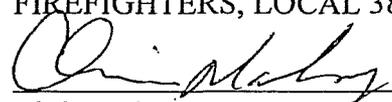
FOR THE CITY

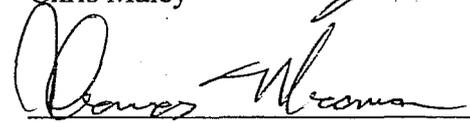
  
\_\_\_\_\_  
J. Martin Irvine, Mayor

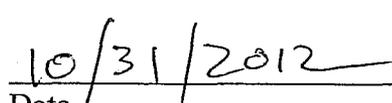
  
\_\_\_\_\_  
Steve Shaw, Service Director

  
\_\_\_\_\_  
Jonah Saving, City Law Director  
(also as to form)

FOR THE LOGAN PROFESSIONAL  
FIREFIGHTERS, LOCAL 3868

  
\_\_\_\_\_  
Chris Maley

  
\_\_\_\_\_  
Thomas Moorman

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**  
**MEMORANDUM OF UNDERSTANDING**

The Union and the City of Logan agree to form an Insurance Committee consisting of two (2) members from the IAFF, two (2) members from OPBA, two (2) members from OAPSE, two (2) employees from non-bargaining positions, and two (2) employees from management for the purpose of selecting insurance plans and coverage for all employees of the City and Administration. Each group shall have the right to present insurance plans and coverages. The City will provide each group with bid specifications and shall convene a committee meeting no later than 45 days prior to the expiration date of the current insurance. Each group will have one official vote in the final decision of which plan and coverage is selected.

The Insurance Committee, as scheduled by the Mayor, will periodically meet in order to discuss and select new insurance carriers or other changes in coverages. Employees serving on this committee shall be entitled to attend all meetings scheduled during work hours without loss of pay. If all groups are not present at a meeting to vote on a final plan or coverage, another meeting will be scheduled by the Mayor. In the event a group member of the committee is unable to attend a scheduled meeting, alternate group members are permitted to attend meetings and/or vote.

IAFF will have 48 hours prior to any committee vote to review all committee approved proposed health care plans or coverages.

Simple majority of votes, by secret ballot, will prevail.

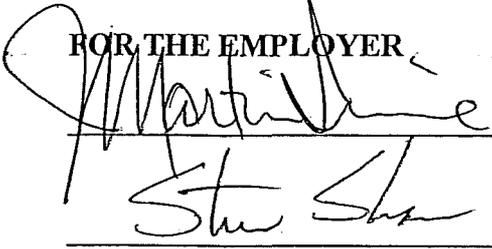
MEMORANDUM OF UNDERSTANDING

I.A.F.F. LOCAL # 3868 and the City of Logan agree to the following:

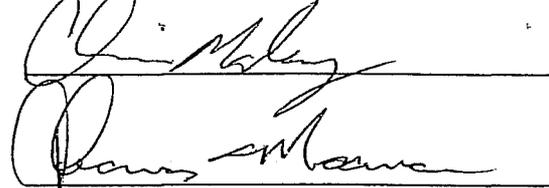
The City will pay each bargaining unit member a bonus of \$600.00 payable in 2013 on the first full pay period of January. Each bargaining unit member shall receive a form 1099 for the 2013 tax year for this payment.

This memorandum shall not be included in the Agreement.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Steve Shu

FOR THE UNION

  
\_\_\_\_\_  
Paul Shaw

Date Signed 10/31/2012

2nd 11-27-12

ORDINANCE NO. 31, 2012  
CITY OF LOGAN, OHIO

AN ORDINANCE AUTHORIZING THE ADOPTION OF AN AGREEMENT BETWEEN THE CITY OF LOGAN AND THE LOGAN PROFESSIONAL FIREFIGHTERS I.A.F.F. LOCAL #3868 CONCERNING WAGES, BENEFITS AND WORKING CONDITIONS.

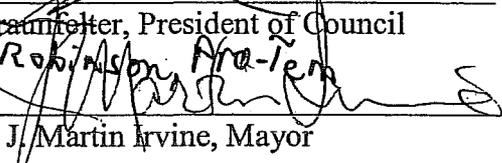
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LOGAN, STATE OF OHIO:

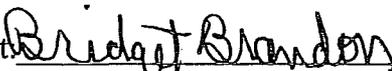
SECTION 1: That the Agreement between the City of Logan and The Logan Professional Firefighters I.A.F.F. Local #3868, as hereto attached and incorporated by reference herein as "Exhibit A", be and hereby is adopted in full.

SECTION 2: That any ordinance or resolution inconsistent with the terms of said agreement is hereby repealed.

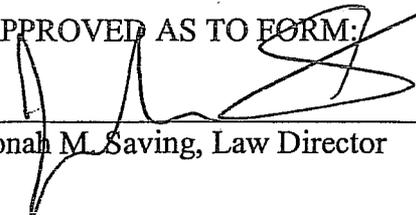
SECTION 3: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Date Passed Dec. 11, 2012

  
\_\_\_\_\_  
Greg Fraunfelder, President of Council  
~~Jim Robinson, At-Large~~  
Approved:   
\_\_\_\_\_  
J. Martin Irvine, Mayor

Attest:   
\_\_\_\_\_  
Bridget Brandon, Clerk

Date of Approval: Dec. 11, 2012

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Jonah M. Saving, Law Director

PUBLISH