



AGREEMENT
Between
THE CITY OF LOGAN, OHIO
And
THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

SERB Case Nos.
Patrol/Detective: 2019-MED-03-0209
Lieutenants: 2019-MED-03-0210
Dispatchers/Clerks: 2019-MED-03-2019

Effective Date of Execution
Through
May 31, 2022

Logan City and OPBA 2019-2022 Agreement

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1 **ARTICLE 1 AGREEMENT**

2
3 **Section 1.1. Purpose.** This Agreement, entered into by the City of Logan, Ohio, hereinafter
4 referred to as the “City”, and the Ohio Patrolmen’s Benevolent Association, hereinafter referred
5 to as the “OPBA” or “Union”, has as its purpose the following:
6

- 7 A. To promote cooperation and orderly, constructive, and harmonious relations between the
8 City, its employees, and the Union.
9 B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set
10 forth the full and complete understandings and agreements between the parties governing
11 the wages, hours, terms and other conditions of employment of those employees included
12 in the bargaining units as defined herein.
13 C. To prevent interruptions of work and interference with the efficient operations of the
14 Police Department.
15 D. To establish a procedure for the peaceful resolution of grievance.
16

17 This Agreement supersedes all previous Agreements (either written or oral) between the City, its
18 employees, and the Union.
19

20 **Section 1.2. Modification of Agreement.** The express provisions of this Agreement may be
21 changed only by mutual agreement between the parties, reduced to writing, dated, and signed by
22 the parties to this Agreement.
23

24 **Section 1.3. Savings Clause.** Should any portion of this Agreement contained herein be declared
25 invalid by operation of law or by a court of competent jurisdiction, such invalidation of such part
26 or provision shall not invalidate the remaining portions hereof and they shall remain in full force
27 and effect. In addition, within twenty (20) calendar days following the effective date of such
28 declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply
29 with the applicable law.
30

31 **ARTICLE 2 RECOGNITION**

32
33 **Section 2.1. Recognition.** The City hereby recognized the OPBA as the sole and exclusive
34 bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and
35 conditions of employment for all full-time employees that have been certified by the State
36 Employment Relations Board in the following units:

Unit A	Sergeants and above
Unit B	Patrol Officers and Detectives
Unit C	Dispatchers / Clerks

37
38 Notwithstanding any other language set forth herein, probationary employees shall not have the
39 right to appeal any disciplinary matters up to and including termination under any provision of this
40 Agreement.
41

42 **Section 2.2. Exclusion.** The following positions and classifications are expressly excluded from
43 the recognition clause set forth above: Chief, Captains, and all other positions and classifications
44 not otherwise referenced above.

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ARTICLE 3 UNION SECURITY, BULLETIN BOARDS, MEETINGS, ETC.

Section 3.1. Union Dues Deductions. The Union will notify the City of the dues it charges and its current membership, and will update this information as needed.

Section 3.2. Payment/Union. All dues collected under this Section shall be paid by the Employer, within thirty (30) days to the Union.

Section 3.3. Dues Deductions/OPBA. The OPBA shall furnish to the City a list of members and the amount to be deducted. The Employer agrees to deduct OPBA membership dues in the amount authorized by the OPBA to the City (from the first paycheck of each month), from the pay of any employee in the OPBA who has authorized the same in writing.

Section 3.4. Payment/OPBA. The Employer agrees to furnish to the OPBA within thirty (30) calendar days, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement from submitting dues directly to the OPBA.

Section 3.5. Membership Cancellation.

A. A member may withdraw authorization for dues deduction by the City by directing his request in writing to the City Auditor.

Dues deductions shall cease upon the happening of any of the following events:

1. Resignation or discharge of the employee;
2. Transfer of the employee from the bargaining unit; and/or
3. Expiration of this Agreement.

B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.

C. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee or the Union arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employee's pay.

E. Employees have the right to revoke Union membership at any time.

Section 3.6. Bulletin Boards. The City shall provide, at the Logan Police Department, a bulletin board for the use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices or literature posted do not first have to be approved by the City or the Chief of Police.

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

- A. Personal attacks upon any City employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization;
- D. Any obscene material; or
- E. Ethnic material.

The City may require the removal of any material which may prove embarrassing or insensitive in nature.

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1 **Section 3.7. Ballot Box.** The Union shall be permitted, upon prior written notification to the
2 Chief of Police, to place a ballot box at Department Headquarters for the purpose of collecting
3 members' ballots on all Union issues subject to ballot. Such box shall be the property of the
4 Union and neither the ballot box nor its contents shall be subject to the City's review. Such
5 balloting shall not interfere with work activities.
6

7 **Section 3.8. Use of Departmental Mail System.** The Union shall be permitted to utilize, at no
8 cost or loss of time to the City, the Departmental Mail system for the purpose of providing
9 information pertaining to Union business to bargaining unit employees. The Union agrees that
10 the use of the mail system will be reasonable and limited to providing information that is
11 necessary for the normal conduct of Union business or bargaining unit members to whom it is
12 addressed and such mail shall not be subject to review by the City.
13

14 **Section 3.9. Place for Meetings.** Meetings of the Committees of the Union will be permitted on
15 City property, subject to availability and prior notice, when and where work is not interrupted by
16 such meetings and when such meetings are not held during the regularly scheduled duty hours of
17 the participants on the day in question. Committees shall not consist of more than five (5)
18 members and shall meet as necessary to administer this Agreement. This Section shall not
19 require the City to provide space if no unused space is available.
20

21 **ARTICLE 4 MANAGEMENT RIGHTS**

22
23 **Section 4.1. Management Rights.** The Union recognizes and accepts the right and authority of
24 the City to determine matters of inherent managerial policy in areas of discretion or policy
25 such as:

- 26 A. To determine the functions and programs of the Department;
- 27 B. To determine the standards of services to be delivered;
- 28 C. To determine the overall budget;
- 29 D. To determine how technology may be utilized to improve the Department's
30 operations;
- 31 E. To determine the Department's organizational structure;
- 32 F. To direct, supervise, evaluate, or hire employees;
- 33 G. To determine the overall methods, processes, means, or personnel by which the
34 Department's operations are to be conducted;
- 35 H. To suspend, discipline, demote, or discharge for just cause or layoff, transfer,
36 assign, schedule, promote, or retain employees;
- 37 I. To determine the adequacy of the work force;
- 38 J. To determine the overall mission of the Department as a unit of government;
- 39 K. To effectively manage work force; and
- 40 L. To take actions necessary to carry out the mission of the Department as a
41 governmental unit.
42

43 The Union recognizes and accepts that all rights and responsibilities of the City not specifically
44 modified by this Agreement shall remain the exclusive function of the City.
45

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1 **ARTICLE 5 NON-DISCRIMINATION**

2
3 **Section 5.1. Discrimination.** Neither party will discriminate for or against any bargaining unit
4 employee on the basis of age, sex, race, color, marital status, national origin, religion, military
5 status, disability, political affiliation, or affiliation with or non-affiliation with the Union. The
6 Union shall share with the City the responsibility for applying this provision of this Section.
7

8 **Section 5.2. Gender.** Whenever the context so requires, the use of words herein the singular shall
9 be construed to include the plural, and words in the plural, the singular. Words, whether in the
10 masculine, feminine, or neutral genders, shall be construed to include all of those genders. By the
11 use of either the masculine or feminine gender, it is understood that the use is for convenience
12 purposes only and is not to be interpreted to be discriminatory by reason of sex
13

14 **ARTICLE 6 UNION RELEASE TIME**

15
16 **Section 6.1. Union Business.** The Union representative or his designee shall be granted time off
17 without loss of pay or benefits up to a maximum of fifty-six (56) hours per year for the duration of
18 this Agreement to perform Union functions. The Union representative may also serve as the
19 Grievance Chairman and serve on the Labor/Management Committee.
20

21 **Section 6.2. Conditions of Release.** As a condition for the use of release time under Section 6.1
22 hereof, the Union representative shall provide a written request to the Chief of Police, in advance
23 of the date upon which he or his designee desires, to utilize any release time.
24

25 **Section 6.3. Conventions.** The Union representative or his designee shall be granted time off
26 without loss of pay or benefits to attend the annual State Convention. Such release time shall be
27 requested in writing fourteen (14) days in advance. The Chief shall not withhold permission for
28 the utilization of release time hereunder except in the event of an emergency. Released time
29 under this Section 6.3 shall be charged to the 56 hour allotment under Section 6.1 above.
30

31 **Section 6.4.** The Grievance Chairman or his alternate shall be granted released time to attend one
32 grievance seminar per calendar year to develop appropriate skills. Release time under this
33 Section 6.4 shall be charged to the 56 hour allotment under Section 6.1 above.
34

35 **Section 6.5.** The Grievance Chairman shall be released from his normal duties, upon approval of
36 his supervisor, to participate in his grievance-related duties without loss of pay or benefits. Such
37 approval will not be unreasonably withheld, and the withholding of such approval shall result in
38 an automatic, equivalent extension of time limits within which a grievant must appeal his
39 grievance or have it heard. The Grievance Chairman shall notify his supervisor in advance of
40 such duties.
41

42 **ARTICLE 7 NO STRIKE / NO LOCKOUT**

43
44 **Section 7.1. No Strike.** Inasmuch as this Agreement provides machinery for the orderly
45 resolution of all grievances, including resolution by an impartial third party, the City and the
46 Union recognize their mutual responsibility to provide for uninterrupted services to the citizens
47 of Logan.
48

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1 Therefore, the Union agrees that neither it, its officers, agents, representatives, or any employees
2 covered by this Agreement, will authorize, instigate, cause, aid, condone, or participate in any
3 strike or work stoppage for the duration of this Agreement. When the City notifies the Union by
4 telephone, verified by certified mail, that any employee covered by this Agreement is engaged in
5 any strike activity, the Union will notify striking employees that they are required to return to
6 work and, if they refuse, they become subject to the provisions of Section 4117.01 of the Ohio
7 Revised Code.

8
9 **Section 7.2. No Lockout.** The City agrees that neither it, its officers, agents, or representatives,
10 individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of
11 members of the Union as a result of a labor dispute with the Union, provided the Union members
12 are not in violation of Section 7.1 of this Article.

13 14 **ARTICLE 8 GRIEVANCE PROCEDURE**

15
16 **Section 8.1. Purpose.** The City, the Union, and the bargaining units recognize that in the interest
17 of effective personnel management, a procedure is necessary whereby employees can be assured
18 of a prompt, impartial, and fair processing of their grievances.

19
20 Every employee shall have the right to present his grievance in accordance with the procedures
21 provided herein, free from any interference, coercion, restraint, discrimination, or reprisal. All
22 parties agree that grievances will be kept confidential, to the extent allowed by the law except
23 where the parties agree otherwise.

24
25 It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if
26 possible, at the lowest step of this procedure.

27
28 **Section 8.2. Grievance Defined.** A grievance is any unresolved question or dispute concerning
29 the interpretation and application of this Agreement.

30
31 **Section 8.3. Qualifications.** A grievance can be initiated by the Union or any aggrieved
32 bargaining unit member.

33
34 **Section 8.4. Representatives.** The Union may designate not more than one (1) grievance
35 representative per unit. From among these grievance representatives, the Union may appoint a
36 Chairman. The Union shall notify the Chief in writing of the names of the grievance
37 representatives and the Grievance Chairman within thirty (30) days of their appointment.

38
39 The authorized functions of the Grievance Chairman, and a named alternate who shall serve as
40 Grievance Chairman in the absence or unavailability of the Grievance Chairman shall include the
41 following:

- 42 A. Representing the employee in investigating and processing grievances;
- 43 B. Replacing a grievance representative who is absent or unavailable;
- 44 C. General supervision and coordination of grievances in process on behalf of the Union and
45 of grievance representative; and
- 46 D. Act as liaison between the Employer's representatives and the Union on matters
47 concerning grievances and this Agreement.

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1 **Section 8.5. Administration of Grievances.** The following procedures shall apply to the
2 administration of all grievances filed under this procedure:

- 3 A. All written grievances shall include: the name and position of the grievant; the identity of
4 the provisions of this Agreement involved in the grievance; the time and place where the
5 alleged events or conditions giving rise to the grievance took place; the identity of the party
6 responsible for causing the said grievance, if known to the grievant; and an explanation of
7 facts and the redress sought by the grievant.
- 8 B. Each decision shall be transmitted to the grievant in writing. All decision appeals shall be
9 rendered in writing at each step of the grievance procedure.
- 10 C. If a grievance affects a group of employees working in different locations, with different
11 principals, or associated with an Employer-wide controversy, it may be submitted at Step
12 2.
- 13 D. Nothing contained herein shall be construed as limiting the right of any employee having
14 a grievance to discuss the matter informally with any appropriate member of the
15 Administration and having said matter informally adjusted without the intervention of the
16 Union, provided that the adjustment is not inconsistent with the terms of this Agreement.
- 17 E. A grievant may, at his discretion, be accompanied at all formal steps of the grievance
18 procedure by a representative of the Union. However, the City shall notify the Union of a
19 grievance filed by a grievant who does not desire to be accompanied by a Union
20 representative.
- 21 F. Witnesses for either party may be requested to attend any formal step of this procedure. If
22 the witness is an on-duty employee, such employee may be called without loss of pay.

23
24 **Section 8.6. Time Limits.** Grievances shall be processed as expeditiously as possible.

25
26 If a decision of a grievance is not appealed within the time limits specified at any step of the
27 procedure, the grievance shall be deemed settled on the basis of the disposition at that step and
28 further appeal shall be barred.

29
30 Failure at any step of these procedures to communicate the Administration's decision on a
31 grievance within the specified time limits shall automatically move the grievance to the next
32 level.

33
34 To the end of encouraging thoughtful responses at each step, the grievant / Union and the
35 Administration's designated representative may mutually agree, at any step, to time extensions,
36 but any such agreement must be in writing and signed by both the parties. Similarly, any step in
37 the grievance procedure may be skipped on any grievance by mutual consent in writing.

38
39 All written grievances, notices of hearings, dispositions of grievances, and appeals shall be in
40 writing and hand delivered or mailed by certified mail, return receipt requested.

41
42 Meetings and hearings held under this procedure shall be conducted at a time and place which
43 will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

44
45 **Section 8.7. Procedure.**

46
47 **Step 1 – Chief.** The dispute shall be reduced to writing by the grievant and presented as a
48 grievance to the Chief or his designee within ten (10) calendar days of the occurrence of the facts

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1 giving rise to the grievance. The Chief or his designee shall convene a hearing within ten (10)
2 calendar days of the receipt of the grievance. The Chief shall give his answer in writing within
3 ten (10) calendar days of the meeting.
4

5 **Step 2 – Safety Director.** If the grievant is not satisfied with the written decision at the
6 conclusion of Step 1, a written appeal of the decision may be filed with the Safety Director
7 within ten (10) calendar days from the date of the rendering of the decision at Step 1. The Safety
8 Director or his designee shall convene a hearing within ten (10) calendar days of the receipt of the
9 appeal. The Safety Director, or his designee, shall issue a written decision to the employee and
10 his representative, if any, within the above ten (10) calendar days of the hearing.
11

12 **Step 3 – Mayor.** Within ten (10) calendar days, the employee shall refer the grievance and all
13 relevant material concerning the grievance to the Mayor, who shall convene a meeting between
14 himself, the grievant, the steward, or other representative designated by the Union, the Director
15 and such witnesses as may be deemed appropriate by the parties within ten (10) calendar days of
16 receipt of the grievance. The Mayor shall respond to the grievance in writing within ten (10)
17 calendar days of the hearing.
18

19 **Step 4 – Arbitration.** If the Mayor fails to provide a written response in Step 3, or if the
20 grievant is not satisfied with the Mayor's response, the Union is entitled to proceed to arbitration.
21 A written notice to proceed to arbitration must be presented to the Mayor no later than twenty-one
22 (21) calendar days after either 1) the date of Mayor's response, or 2) the date the Mayor's response
23 was due, whichever is later.
24

25 Within ten (10) calendar days, the parties will confer to attempt to mutually agree upon an
26 arbitrator, if such agreement is not reached, the parties will promptly request the American
27 Arbitration Association (AAA) to submit a panel of 15 Ohio arbitrators and will choose one (1)
28 by the AAA procedures.
29

30 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter
31 the specific terms of this Agreement, or to make any award requiring the commission of any act
32 prohibited by law, or to make any award that itself is contrary to law or violates any of the terms
33 and conditions of this Agreement. The arbitrator shall not decide more than one (1) grievance on
34 the same hearing day(s), except by mutual written agreement of the parties.
35

36 The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no
37 authority to decide any other issue(s) not submitted or opinions which are not directly essential in
38 reaching his decision.
39

40 The questions of arbitrability of a grievance may be raised by either party before the arbitration
41 hearing of the grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's
42 jurisdiction. The first question to be placed before the arbitrator will be whether or not the
43 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of
44 arbitrability, the alleged grievance will be heard on its merits.
45

46 Hearings shall be conducted pursuant to AAA.
47

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1 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the
2 parties. All other expenses shall be borne by the party incurring them. Neither party shall be
3 responsible for any of the expenses incurred by the other party.

4
5 An employee requested to appear at the arbitration hearing by either party and whose presence is
6 necessary, shall attend without the necessity of a subpoena. Any request made by either party for
7 the attendance of witnesses shall be made in good faith.

8
9 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar
10 days from the date the record is closed, unless a time extension is mutually agreed. The decision
11 of the arbitrator shall be final and binding upon the parties.

12 **Section 8.8. Miscellaneous.**

- 13
14 A. Any employee may withdraw a grievance at any point by submitting, in writing, a
15 statement to that effect, or by permitting the time requirements at any step to lapse without
16 further appeal.
- 17 B. No employee may be represented in this grievance procedure by any union organization
18 other than the OPBA or its affiliates.
- 19 C. No records, documents, or communications concerning a grievance shall be placed in the
20 personnel file solely because an employee participated in this procedure.
- 21 D. A disciplinary grievance involving loss of pay, demotion, or termination will be
22 submitted at step 3 of the grievance process thereby bypassing the earlier steps, by
23 providing written notification from the Union or its designated representatives within ten
24 (10) calendar days of the written notice of disciplinary action.

25 **ARTICLE 9 INVESTIGATIONS, DISCIPLINE, AND PERSONNEL FILES**

26
27
28 **Section 9.1. Internal Investigations.** Supervisors and managers have the right and obligation to
29 make inquiry of their subordinates as to the performance of their duties. If, after initial inquiry,
30 there is reasonable suspicion that a particular employee has violated departmental policy in a
31 manner which is likely to lead to discipline of record, then the following procedures shall be
32 used in any ensuing investigation:

- 33 A. A bargaining unit member who is to be questioned as a subject in an investigation shall
34 be informed of the nature of this investigation prior to any questioning and shall be
35 informed to the extent known at that time whether the investigation is focused on the
36 member for a potential disciplinary charge.
- 37 B. Any interrogation, questioning or interviewing of a bargaining unit member will be
38 conducted at hours reasonably related to his shift, preferably during his working hours.
39 Interrogation sessions shall be for reasonable periods of time, and time shall be allowed
40 during such questioning for attendance to physical necessities.
- 41 C. When a citizen files a complaint against a bargaining unit member, such complaint(s)
42 shall be reduced to writing, and signed by said citizen, and a copy provided to the affected
43 employee(s), before a formal inquiry into the complaint is initiated. In the event that a
44 citizen declines to sign a complaint, formal inquiry may be made which shall be
45 considered an anonymous complaint..
- 46 D. When an anonymous complaint is made against an employee and, if after an
47 investigation, there is no corroborative evidence of any kind, then the complaint shall be
48 classified as unfounded and no further action will be taken.

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- 1 E. Either party may make audio tapes of interrogation sessions should they so desire.
2 However, neither party is required to make tapes, and unavailability of taping equipment
3 or the inability of either party to make audio tapes, shall not serve as a basis for
4 postponement of interrogation sessions.
- 5 F. Before an employee may be charged with insubordination for failure to answer
6 questions or for failure to participate in an investigation, he shall be advised that such
7 conduct, if continued, may be the basis for such a charge.
- 8 G. Any employee who has been under investigation shall be informed, in writing, of the
9 outcome of the case at the conclusion of the investigation. Formal disciplinary action shall
10 be commenced within forty-five (45) days of the City's knowledge of the most recent
11 occurrence, unless mutually extended by the parties. However, when there is an actual
12 criminal investigation the period for commencing administrative charges shall not
13 commence until the disposition of the criminal charges. However, a criminal
14 investigation shall not preclude the City from taking administrative disciplinary action.
- 15 H. The City shall not, in the course of an investigation, obtain evidence through the use of
16 threats, coercion, or promises.
- 17 I. A bargaining unit member shall not be required to take a polygraph examination.
- 18 J. Any employee who is to be questioned as a suspect in any investigation shall be advised
19 of his Miranda, Garrity, or other constitutional rights in accordance with the law.
- 20 K. The Employer's complaint form shall contain a statement that it is a criminal violation
21 to knowingly make a false complaint against a police officer's conduct (referring to
22 ORC 2921.15) and that the Employer may pursue criminal charges for such
23 violations.
24

Section 9.2. Discipline.

- 26 A. The City shall not take any form of disciplinary action against a member of the
27 bargaining unit except for just cause.
- 28 B. Except those instances when an employee is charged with serious misconduct where
29 greater discipline is warranted (up to and including discharge) the City agrees that the
30 principles of progressive corrective action will be followed with respect to minor
31 offenses; that is, an oral warning for the first minor offense. More severe disciplinary
32 action may be taken for subsequent minor offenses. Mitigating or aggravating
33 circumstances may be considered for each offense.
- 34 C. If the City elects to pursue suspension, demotion or discharge, the charged employee
35 shall be afforded a pre-disciplinary hearing. This hearing will take place no earlier than
36 twenty-four (24) hours from the time the employee is notified. If the employee desires
37 the presence of the Union representative at the hearing, the employee shall notify the
38 Union representative.
- 39 D. Upon request, the employee will be provided access to transcripts, reports, records,
40 lists, written statements, and tapes pertinent to the case, prior to his pre-disciplinary
41 hearing.
- 42 E. When the nature of the offense is such that immediate disciplinary action is required,
43 the City is not prohibited from taking immediate action by this provision; however, an
44 employee may be placed on administrative paid leave pay pending a conference on the
45 matter.
- 46 F. All disciplinary procedures shall be carried out in private and in a businesslike manner.
47
48

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Section 9.3. Personnel Files.

- 1
2 A. The City shall maintain one official file on every employee within the bargaining unit.
3 On appropriate request by an employee, the employee shall be permitted to examine
4 his/her official file at any reasonable time in the presence of a representative of the City,
5 and to have placed in such file pertinent non-derogatory memoranda offered by the
6 employee. The City shall designate the location of this file and no information which is
7 not properly filed, in a timely manner, may be used as a basis for any negative action
8 regarding an employee.
- 9 B. No document which does not include as part of its normal distribution a copy to the
10 member, or which does not originate with the member, shall be placed in the personnel
11 file unless the member is simultaneously provided a copy. Anonymous material shall
12 never be placed in a members personnel file. Any employee's signature on a document
13 shall mean he has seen the document and not that he agrees with its content unless it is
14 so stated on the document.
- 15 C. At the employee's request, written reprimands will be removed from the employee's
16 personnel file twelve (12) months after the effective date of the reprimand provided
17 there is no intervening written notice of disciplinary action for the same or similar offense
18 during the prior twelve (12) month period.
19 At the employee's request, records of suspensions will be removed from the
20 employee's personnel file twenty-four (24) months from the date of suspension,
21 provided there is no intervening written notice of disciplinary action for the same or
22 similar offense during the prior twenty-four (24) months.
23 Removed records shall not be used in subsequent discipline.
- 24 D. Any member may copy documents in his file. The City may levy a charge for such
25 copying, which charge shall bear a reasonable relationship to actual costs.
- 26 E. The City shall take all reasonable precautions to ensure the confidentiality of personnel
27 files and shall be in compliance with ORC 149.43.
28

ARTICLE 10 LABOR / MANAGEMENT MEETINGS

29
30
31 Section 10.1. In the interest of sound labor/ management relations, the Union and the City will
32 meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 2
33 below. Normally, meetings held under this Article will be once every three (3) months unless
34 matters of urgent nature require additional meetings. No more than three (3) representatives of
35 the City, and one (1) non-employee representative of the Union shall be permitted to attend such
36 meetings.
37

38 Section 10.2. The party requesting the meeting shall furnish an agenda and the names of the
39 employees who will be attending, with the request for the meeting. Subjects that may be
40 discussed at these meetings shall include, but not be limited to, the items listed below:

- 41 A Discuss the administration of this Agreement;
42 B. Notify the Union of changes made by the City which may affect bargaining unit
43 members;
44 C. Discuss grievances which have not been processed beyond the final step of the
45 grievance procedure when such discussions are mutually agreed to by the parties;
46 D. Disseminate general information of interest to the parties;
47 E. Give the Union representative the opportunity to share the view of its members
48 and/or make suggestions on subjects of interest to its members;

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- 1 F. Discuss ways to improve efficiency and work performance; and
- 2 G. Consider and discuss health, safety, and training matters.

3
4 **Section 10.3.** Union employee representatives attending labor / management meetings shall not
5 suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly
6 scheduled hours of work.

7
8 Written responses promised by the City or Union representative during such meetings to items
9 raised by the City or Union representatives will be submitted to the other party representative
10 who attended such meeting within five (5) calendar days after such meeting, unless the parties
11 mutually agree to a time extension. The City or Union may submit a written report as a result of
12 such meetings.

13 14 **ARTICLE 11 SENIORITY, LAYOFF AND RECALL**

15
16 **Section 11.1. Seniority List and Definition of Seniority.** A seniority list for the bargaining units
17 shall be kept by the City and shall be updated yearly. A copy shall be available for inspection in
18 a location designated by the Director.

19
20 Seniority for purposes of this Agreement is defined as the total time an employee has in their
21 classification/rank. Employees who are separated from employment as a result of a termination
22 that was not subsequently rescinded or overturned, a non-disability retirement, or a resignation
23 shall not be credited with past seniority upon re-employment.

24
25 **Section 11.2. Layoff Notification.** When the City determines that a layoff or job abolishment is
26 necessary, it shall notify the affected employees ten (10) working days in advance of the effective
27 date of the layoff or job abolishment. At least ten (10) days prior to notification to the affected
28 employees, the City shall notify the Union of their intent to notify the employees. The City, upon
29 request from the Union, agrees to discuss with representatives of the Union the impact of the
30 layoff on bargaining unit employees or ways to avoid the layoff prior to notification to the
31 employees. Layoffs shall only occur due to lack of work or lack of funds or a job abolishment due
32 to lack of work or lack of funds.

33
34 **Section 11.3. Layoff.** The City shall determine in which classifications layoffs will occur and
35 layoffs of bargaining unit employees will be by classification. Employees shall be laid off within
36 each classification in order of seniority beginning with the least senior and progressing to the
37 most senior with respect to employees who began work on the same day, their respective
38 appointment times shall determine seniority listing.

39
40 All temporary, intermittent, part-time, and seasonal employees of the Department will be laid off
41 before members of the bargaining units.

42
43 **Section 11.4. Rights.** Police Officers with the rank above Patrol Officer will have the right to
44 bump into the lower Patrol Officer classification, if their seniority, as defined by their original
45 date of appointment to the lower classification, qualifies them to do so.

46
47 **Section 11.5. Recall.** When employees are laid off, the City shall create a recall list for each
48 classification. The City shall recall employees from layoff within each classification as needed.

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1 The City shall recall such employees according to seniority, beginning with the most senior
2 employee in the classification and progressing to the least senior employee, up to the number of
3 employees to be recalled. An employee shall be eligible for recall for a period of two (2) years
4 after the effective date of the layoff.

5
6 When the City recalls persons from the list, they shall be recalled to their previous classification,
7 but not necessarily to the shift on which they were working when laid off.

8
9 If a ranking officer has bumped back into the Patrol Officer classification, he shall be reinstated
10 to a vacancy in his prior rank before any laid off employee shall be reinstated to a position in that
11 rank.

12
13 **Section 11.6. Recall Notification.** Notice of recall shall be sent to the employee, by certified
14 mail, with a copy to the Union. The City shall be deemed to have fulfilled its obligations by
15 mailing the recall notice by registered mail, return receipt requested, to the last address provided
16 by the employee.

17 All members of the bargaining units with recall rights must be given the right to reinstatement
18 before any temporary, intermittent, part-time, seasonal or other full-time employees may be
19 rehired or hired in the Police Department.

20
21 **Section 11.7. Time Limits.** The recalled employee shall have fourteen (14) calendar days
22 following the date of mailing of the recall notice to notify the City of his intention to return to
23 work and shall have thirty (30) calendar days following the mailing date of the recall notice in
24 which to report for duty, unless a different later date for returning to work is otherwise specified
25 in the notice.

26
27 **Section 11.8. Probationary Period.** Recalled employees shall not serve a probationary period
28 upon reinstatement, except that employees serving a probationary period at layoff shall be required
29 to finish such probationary period

30 **ARTICLE 12 RULES AND REGULATIONS**

31
32
33 **Section 12.1. Rules and Regulations.** The City agrees that a current copy of the Rules and
34 Regulations of the Police Department shall be available and/or furnished to all members of the
35 bargaining units in written/hard copy or electronic form.

36
37 To the extent possible, the City agrees that amendments to the Rules and Regulations shall be
38 provided to all members of the bargaining unit in written form seven (7) calendar days in
39 advance of their implementation. The Union or any member of the bargaining unit may request a
40 meeting of the Labor/Management Committee to seek clarification or to present alternative
41 viewpoints with respect to such amendments.

42
43 The Rules and Regulations shall be applied and interpreted consistently by the City and may not
44 violate any provision of this Agreement.

45
46 Nothing contained in this Article shall be construed in any manner as a limitation of the City's
47 right to alter its work rules, policies, or directives.

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1 **ARTICLE 13 MISCELLANEOUS NON-ECONOMIC, DEFINITIONS**

2
3 **Section 13.1. Safety Policy.** The City agrees to maintain in safe working condition all facilities,
4 vehicles, and equipment furnished by the City to carry out the duties of each bargaining unit
5 position, but reserves the right to determine what those facilities, vehicles, and equipment shall
6 be. The Union agrees to work cooperatively in maintaining safety in the Logan Police
7 Department.
8

9 **Section 13.2. Safe Equipment.** The City agrees to discuss safety conditions and practices with the
10 employees and the Union. Employees are responsible for reporting unsafe conditions or
11 practices, for avoiding negligence, and for properly using and caring for facilities, vehicles,
12 supplies, and equipment provided by the City.
13

14 **Section 13.3. Training.** The City agrees to supply training, equipment, and materials for such
15 training as is required by the State or City as a condition of employment The City will provide a
16 minimum of twelve (12) hours of training per year for all members.
17

18 **Section 13.4. Retirement.** Any employee retiring under the Police & Fire pension fund shall be
19 entitled to purchase his or her current service weapon and up to three (3) magazines for one
20 dollar at the time of retirement.
21

22 **Section 13.5 Fiscal Year.** For purposes of this Agreement the term “fiscal year” will mean the
23 pay periods that are paid in the calendar year, i.e. a year as reckoned for taxing or accounting
24 purposes.
25

26 **ARTICLE 14 HOURS OF WORK AND OVERTIME**

27
28 **Section 14.1. Intent.** This Article is intended to define the hours of a workday, hours of
29 workweek, and to define the basis for the calculation of overtime.
30

31 **Section 14.2. Workday and Workweek.** A workday shall consist of eight (8) consecutive work
32 hours during a scheduled work shift. Except to accommodate changes of shifts or days off, a
33 workweek shall consist of five (5) workdays and two (2) consecutive days off.
34

35 **Section 14.3. Overtime.** All hours worked in excess of eight (8) hours in one (1) day, or forty
36 (40) hours in one (1) week, shall be paid at one and one-half (1-1/2) times the employee’s regular
37 straight-time hourly rate, plus shift differential if applicable.
38

39 The workweek shall be computed between 12:01 a.m. on Monday of each calendar week and
40 12:00 midnight the following Sunday. Employees may not be rescheduled after the start of the
41 workweek for the purpose of avoidance of overtime.
42

43 Time worked on the first or second consecutive regular days off due to work schedules being
44 changed at the request of the member or trading days off by mutual consent of members, is not
45 subject to premium rates.
46

47 The words “hours worked” as used in this Section shall include all hours during which the
48 member is in paid status.

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1 **Section 14.4. Call-In Pay.** “Call-in” occurs when a supervisor specifically requests an employee
2 to return to work after completion of his regular schedule, but before he is scheduled to return to
3 work.

4
5 Employees called in, at a time disconnected to their regularly scheduled hours of work, shall be
6 paid at one and one-half (1-1/2) times the member’s regular rate for the time worked, but no less
7 than three (3) hours for such call-in.

8
9 Meal Allowance. Employees on call-in or overtime status required to work four (4) or more
10 hours shall be paid a meal allowance of Four Dollars (\$4.00) for each four (4) hours worked.

11
12 **Section 14.5. Court Time.** For each court appearance required as a result of City employment
13 and at a time disconnected to their regular scheduled hours, while off duty, employees shall be
14 paid at one and one-half (1-1/2) times the regular hourly rate for the actual hours at court, but no
15 less than three (3) hours for such appearance.

16
17 **Section 14.6. Overtime Opportunities.** Except for specialized assignments (i.e. School Resource
18 Officer, Special Response Team, Investigator) overtime opportunities for Patrol Officers and
19 Lieutenants shall be governed by Section 14.11. All overtime opportunities approved by the
20 Employer in the classification of Dispatcher shall be offered first to all full-time Dispatchers on an
21 equalized basis; then to part-time Dispatchers; then to Patrol Officers of this agreement; and then
22 to Lieutenants of this agreement. The number of part-time Dispatchers shall not exceed two (2).
23 Each part-time Dispatcher shall not be permitted to work more than thirty two (32) hours a week.

24
25 **Section 14.7. Pyramiding.** There shall be no pyramiding of premium pay.

26
27 **Section 14.8. Compensatory Time Bank.** Employees may choose to receive payment for
28 overtime worked as compensatory time off at the rate of one and one-half (1½) hours of
29 compensatory time for each hour of overtime worked. Compensatory time cannot be used until
30 after the pay period in which it is accrued. Compensatory time must be used at a mutually
31 agreeable time.

32
33 Compensatory time will not accumulate beyond eighty (80) hours. Any hours over this limit will
34 be paid at the overtime rate at which it was earned.

35
36 Effective fiscal year 2021 employees may accumulate compensatory time up to 120 hours in a
37 fiscal year. An employee’s compensatory time bank shall not exceed 120 hours at any one time.
38 Any hours over this limit will be paid at the overtime rate at which they were earned. Effective
39 fiscal year 2021 this paragraph takes the place of the previous paragraph regarding accumulation
40 of compensatory time.

41
42 When an employee dies while in paid status in City service, any unused compensatory time to
43 his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.
44 Compensatory time shall be paid at separation of employment. Additionally, compensatory time
45 can be cashed-in once per calendar quarter at the employee’s option, to be paid at the time of the
46 last pay period in March, June, and September, and the first pay in December.

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1 **Section 14.9. Detective Hours.** Employees assigned to detective work may be required to work
2 variable hours, but all other Sections of this Article shall apply.

3
4 **Section 14.10. Shift Change.** Any employee who desires to change shifts during a calendar year
5 may submit a memorandum to the Chief specifying the shift that the employee desires to
6 transfer to. Such requests shall be granted on the basis of seniority twice per calendar year. In
7 addition to the following, two (2) employees may individually agree to alter their shifts by
8 trading shifts at anytime with the approval of the Chief. The Chief may deny a request for a shift
9 trade or change for operational reasons. However, the Chief may not deny a shift trade or
10 change for arbitrary and/or capricious reasons. This provision is not intended to prevent the
11 Chief from reasonably stationing or assigning personnel.

12
13 Shift changes or trades shall be coordinated with payroll dates to avoid overtime expense.

14
15 **Section 14.11. Overtime Procedure.** Overtime will be offered first to the person who has worked
16 the least amount of overtime for the year.

17
18 The person at the top of the list has the first opportunity, then the next and so on. The amounts
19 of overtime will be utilized to equalize the opportunity to take overtime.

20 The right to overtime based on the sequential order of names will expire 72 hours after posting,
21 and then anyone who can fill that classification may sign up for it.

22
23 Overtime will separated by classification, i.e., Lieutenants and Patrol. Overtime will be offered
24 to the persons in their own class first. If, for example, the Lieutenant's overtime roster is not
25 filled by a Lieutenant, a Patrolman may sign up 72 hours after its posting date. This will be the
26 same for a Lieutenant taking a Patrolman's overtime. The first classification to be offered shall
27 be that of the last person creating the overtime, whether by schedule or by call-off. In cases of
28 overtime assignments not covered voluntarily, the person with the least amount of overtime
29 worked, from that classification, will be assigned (or following through sequential order) by the
30 Chief of Police or his designee, whenever possible, or classification jumps will be made when
31 necessary. Employees who are not called in the correct sequential order shall be given the
32 opportunity to work such overtime hours at the same time on the same day of either day of the
33 next pay period following the wrongful oversight irrespective of whether a vacancy exists at that
34 time or not. The choice shall be made by the employee.

35
36 Once an employee signs up for overtime, it is the employee's responsibility to work it or get it
37 filled. Do not use liquid paper to cover initials. If someone else works for the employee, the
38 employee is to draw a line through his/her initials and put the initials of the other employee who
39 works the overtime beside the employee's. The very first assignment of the year will be done by
40 seniority from most senior to least senior. From then on it will be done in the aforementioned
41 manner. In cases where two (2) employees have the same amount of overtime credits, then
42 seniority will rule who is at the top of the list.

43 **ARTICLE 15 COMPENSATION: WAGES, LONGEVITY, SUPPLEMENTS**

44
45
46 **Section 15.1. Wages.** Base wage rates shall be as forth in the Appendix.

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1 **Step Advancement.** The City shall advance the employee to the next highest pay step on the
2 first full pay period following the required years (or months) of service in each step.

3
4 **Advance step hiring.** Should the City hire a newly appointed patrol officer or Dispatcher with
5 full-time current law enforcement or law enforcement dispatch experience, the City may start the
6 employee up to the "3 Year" step level based on their full-time (or equivalent) experience in law
7 enforcement or law enforcement dispatch. The determination of the step level shall be made by
8 the City. The provision does not grant any other rights or benefits to said hire. Employees hired
9 at an advance step will be required to serve the full probationary period for the
10 classification/rank.

11
12 **Longevity Supplement.** In addition to the above wages, a longevity supplement will be paid
13 according to the scale below. Such longevity supplement shall become effective the first full pay
14 period following the required years of service. Longevity supplement shall be included in the base
15 salary for the purpose of the calculation of overtime:

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

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27
28
29 **Field Training Officer.** All employees serving in the capacity of Field Training Officer shall be
30 compensated an additional Twenty-Five Cents (\$.25) per hour for the hours worked as a Field
31 Training Officer.

32
33 **Education Supplement.** An employee's base hourly rate shall be increased by the following
34 amount for holding the following degrees:

Associate's Degree	\$.25
Bachelor's Degree	\$.50
Master's Degree	\$.75

35
36
37
38
39 These amounts are not cumulative (e.g., an employee with a Bachelor's degree is entitled to an
40 additional \$.50 per hour). The education supplement will be effective the first full pay period
41 following submission of proof of attainment of degree.

42 Section 15.2. Pay Rates Due to Personnel Actions.

- 43
44
45 A. Demotion – Disciplinary. Whenever an Officer is demoted for disciplinary reasons, he
46 shall be paid at the top step in the lower range.
47
48 B. Demotions – Voluntary.

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- 1 1. Whenever an Officer with permanent status requests and is granted a voluntary
2 demotion, his rate of pay shall be at the maximum rate of the pay range for the
3 position in the lower class.
- 4 2. Whenever an Officer is laid off due to lack of funds or lack of work in one (1)
5 classification and is entitled to automatic demotion to a lower classification
6 where he previously held permanent status, the salary of the Officer shall be
7 established in the manner prescribed above.

8
9 C. Re-Appointment. Whenever an Officer is reappointed to a position in a class where he
10 previously held permanent status, his rate of pay shall be in the step in the range at which
11 he was paid at the time of his separation.

12
13 D. Return From Military Time. Whenever an Officer returns from military time, he shall
14 be restored in his former position at the step which corresponds to the step he received
15 at the time of his departure and, in addition, shall be granted any increases to which he
16 would have been entitled had he not entered military service.

17
18 **Section 15.3. Pay Notification.** If the Employer does not pay an employee for any item an
19 employee submits on his pay sheet as a result of the City finding error with such submission, the
20 City shall promptly notify the employee of such by written notification. This notification shall
21 include: who denied the pay, an explanation of the pay denied and the reason for non-payment.

22 23 **ARTICLE 16 SHIFT DIFFERENTIAL**

24
25 **Section 16.1. Shift Differential Pay Rates.** Shift differential pay is Forty Cents (\$.40) per hour.

26
27 **Section 16.2. Eligibility.** Shift differential pay shall be provided for any workweek for which
28 the majority of work hours occur after 2:00 p.m. and prior to 7:00 a.m. and to members
29 normally assigned to such hours, regardless of the shift hours they actually work, but
30 excluding hours in paid status while on off-duty court time hours.

31
32 Members normally scheduled for day shift shall be eligible for shift differential if they work
33 two (2) or more contiguous hours in addition to their normally scheduled day shift. They shall
34 receive shift differential only for the additional hours of work.

35
36 **Section 16.3. Method of Payment.** Shift differential pay shall be paid for hours worked during a
37 workday. If shift differential pay is applicable, under the terms of this Article, to an eight (8)
38 hour workday, and authorized overtime occurs in conjunction with the regular eight (8) hour
39 workday, the shift differential shall be paid for each hour of overtime worked. Shift differential
40 pay shall be added to the hourly rate prior to computing the overtime rate. Shift differential pay
41 is not applicable to court appearance time, but is applicable to hours worked when called back to
42 duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will be
43 paid on a bi-weekly basis and will not be cumulative under any circumstances.

44 45 **ARTICLE 17 SICK LEAVE BONUS**

46
47 **Section 17.1. Bonus Schedule.** Each employee shall earn a bonus for non-use of sick leave based
48 on the following schedule:

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8 hours or less of use	\$300.00
16 hours or less of use	\$200.00
24 hours or less of use	\$100.00
More than 24 hours of use	\$ 0.00

Section 17.2. Payment. Payment shall be based on the use of sick leave during the pay periods of a fiscal year and shall be paid in the pay period that includes January 20th of the following year.

ARTICLE 18 HOLIDAYS

Section 18.1. Holidays. The following are designated as paid holidays as established by the City:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
1st Friday of April	Thanksgiving Day
Memorial Day	Christmas Day
Independent's Day	

Employees not regularly scheduled to work on a holiday shall receive an additional day's pay in recognition of the holiday.

Employees regularly scheduled to work on a holiday shall receive their regular rate of pay for that day plus time and one-half (1-1/2) for all hours worked up to and including eight (8) hours. In addition to any other benefits set forth in this Section, Employees who work overtime on a holiday shall receive two and one-half (2-1/2) times their regular hourly rate of pay for all hours worked over eight (8) hours.

To be eligible for holiday pay, an employee must be in a pay status on both the regularly scheduled workday preceding and the regularly scheduled workday following the holiday.

When an employee who is scheduled to be off on a holiday is called in on the holiday, the employee shall receive the additional day's pay in recognition of the holiday, and shall receive two and one-half (2-1/2) times the regular hourly rate of pay for all hours worked that holiday.

ARTICLE 19 PERSONAL LEAVE DAYS / POLICE MEMORIAL DAY

Section 19.1. Personal Leave Days. In addition to any other paid release time, employees shall receive four (4) days (32 hours) of personal leave with pay which will be posted in the first pay period of a fiscal year for use after posted, upon request, with approval by the employee's supervisor, provided the request for personal time is received by the supervisor at least eight (8) hours in advance of the date requested. At his discretion, the Chief (or his designee) may waive the eight (8) hour notice requirement. Personal leave will not carry over to the next fiscal year.

Section 19.2. Police Memorial Day. In addition to the above personal time all bargaining unit members shall receive one (1) day (8 hours) personal time for National Police Memorial Day

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1 celebrated on May 15. The Police Memorial Day will be posted with the personal leave and used
2 as personal leave.

3 4 **ARTICLE 20 VACATION**

5
6 **Section 20.1. Amount of Vacation.** Full Time employees covered by this Agreement shall be
7 entitled to vacation in accordance with the following schedule:

- 8 A. One (1) day per month for one (1) to four (4) years of employment.
9 B. One and one-third (1-1/3) days per month for more than four (4), but less than
10 eight (8), years of employment.
11 C. One and one-half (1-1/2) days per month for eight (8), but less than twelve (12),
12 years of employment.
13 D. Two and one-twelfth (2-1/12) days per month for twelve (12), but less than
14 sixteen (16), years of employment.
15 E. Two and one-quarter (2-1/4) days per month for sixteen (16), but less than twenty
16 (20), years of employment.
17 F. Two and one-half (2-1/2) days per month for twenty (20) years or more of
18 employment.
19

20 Vacation time shall be allocated, in accordance with the above schedule, and shall be paid at the
21 employee's regular scheduled rate of pay. "Month" shall be the calendar month. Employees not
22 in paid status the entire month shall have their vacation accrual prorated based on the days the
23 employee was in paid status in the calendar month. "Day" shall mean an 8 hour day.
24 Accumulation shall be recorded and used in hours.
25

26 **Section 20.2. Vacation Eligibility.** In order to be eligible for vacation and pay, an employee must
27 have been continuously employed full time by the City for at least six (6) months.
28

29 **Section 20.3. Vacation Scheduling.** Vacation scheduling shall be arranged with the prior
30 approval of the Chief of Police or his designee. Insofar as practicable, vacation time off shall be
31 granted at the times most desired by each employee, with the order of preference concerning
32 advance vacation requests made in the vacation book being determined on the basis of
33 Departmental seniority.
34

35 Requests for short periods of time (defined as 4 work days or less) must be submitted at least two
36 (2) business days in advance. The Chief or his designee may waive the two (2) business day
37 requirement. Such requests for vacation leave shall be approved or denied within one (1)
38 business day following submission. Such requests made inside of one (1) business day shall be
39 approved or denied within a reasonable time prior to the requested time off.
40

41 Requests for periods of time of five (5) consecutive work days or more must be submitted at
42 least two (2) weeks in advance. The Chief or his designee may waive the two (2) week
43 requirement. Such requests shall be approved or denied within two (2) business days of
44 submission. Such requests made inside of two (2) business days shall be approved or denied
45 within a reasonable time prior to the requested time off.
46

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Section 20.4. Additional Considerations.

- 1
2 A. At the end of each fiscal year, a member in full-time status shall be paid for any vacation
3 balances in excess of maximums fixed by this Article.
4
5 B. A member in full-time status who is to be separated from City employment through
6 removal, resignation, retirement, or layoff and who has unused vacation leave to his credit,
7 shall be paid in a lump sum for such vacation leave after his last day of active service with
8 the City.
9
10 C. When a member dies while in paid status during City employment, any unused vacation
11 leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of
12 the deceased.
13
14 D. Employees shall be required to take at least five (5) days of their vacation on five (5)
15 consecutive days. Any employee who takes vacation time of five (5) days or more shall
16 be able to do so in conjunction with his regular days off.
17
18 E. Vacation leave may be taken in multiples of one-half (1/2) day up to thirty (30)
19 consecutive workdays.
20
21 F. More than one (1) bargaining unit member may be on vacation leave at a time.
22
23 G. No more than thirty (30) days of vacation may be carried over into a new fiscal year,
24 except for inability to schedule vacation due to illness, injury, or for the City's
25 convenience.
26
27 H. After an employee has taken ten (10) days (80) hours vacation in a vacation year, the
28 employee may be paid for additional earned vacation at his straight time hourly rate.
29

30 Upon the completion on each pay period, the City shall provide to each employee the number of
31 hours of accrued sick leave and accrued vacation time to date.
32

ARTICLE 21 LEAVES: INJURY; SICK; FUNERAL; MILITARY; UNPAID; 34 WORKER'S COMPENSATION; DISABILITY SEPARATION; ETC.

35
36 **Section 21.1. Injury Leave.** When an employee sustains an injury while on duty, and acting non-
37 negligently in the line of duty, the employee shall make an application for and actively prosecute
38 claims under the Workers' Compensation laws of the State of Ohio. During the application
39 period, the employee shall be placed on paid injury leave.
40

41 If the application for benefits is not favorably considered, the employee shall revert to sick leave
42 status if eligible. If the application is favorably considered, the employee shall receive the
43 difference between the employee's regular rate of pay and the benefits received under Workers'
44 Compensation.
45

46 The total amount of injury leave payable to an employee shall not exceed forty-five (45) working
47 days' base pay. The City may, at its discretion, extend the period of the injury leave. After

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1 expiration of injury leave, the difference between the employee's regular rate of pay and benefits
2 received under Workers' Compensation shall be charged to sick leave, if any exists.

3
4 If the employee is still unable to return to work at the expiration of Workers' Compensation
5 benefits, he shall revert to full sick leave status if he has sick leave accrued.

6
7 The limitations imposed on injury leave shall be considered as limitations on leave granted as a
8 result of each incident of service-connected accident.

9
10 **Section 21.2. Sick Leave.** Employees shall be permitted to use sick leave for the following
11 reasons, which shall be approved by the Chief of Police:

- 12
13 A. Illness of the employee or illness of the employee's immediate family requiring
14 the assistance of the employee.
15 B. Exposure of the employee to a contagious disease which would have the potential
16 of jeopardizing the health of the employee or the health of others.
17 C. Medical, dental or optical examinations or treatment of the employee.
18 D. Child birth and/or related medical conditions of the employee or which require the
19 assistance of the spouse for a period of up to three (3) days.
20 E. Injury of the employee after "Injury Leave" has expired.

21
22 An employee requesting sick leave shall cause notification to his/her immediate supervisor or other
23 designated person, of the fact and the reason, one (1) hour prior to the time he/she is scheduled to
24 report to work on each day of absence, unless other arrangements have been made with the
25 supervisor.

26
27 The Safety-Service Director may require an employee to furnish a satisfactory written, signed
28 statement to justify the use of sick leave.

29
30 For each completed eighty (80) hour pay period in active pay status, an employee earns four and
31 six-tenths (4.6) hours of sick leave to a maximum of 120 hours sick leave accumulated in a fiscal
32 year. (Active pay status shall be defined as hours worked, hours on approved paid leave, and
33 hours on paid sick leave). The amount of sick leave shall be charged in minimum units of one-half
34 (½) hour. Employees absent on sick leave shall be paid at the regular rate.

35
36 Employees who transfer between departments, agencies, or from other public employment, or who
37 are reappointed or reinstated within ten (10) years of prior public service employment will be
38 credited with the unused balance of sick leave.

39
40 Employees retiring under a State-regulated retirement system shall receive payment at the time
41 of separation, for accrued but unused sick leave on the basis of one (1) day's pay (8 hours) for
42 each four (4) days (32 hours) of accrued sick leave, not to exceed sixty (60) days' pay, or four
43 hundred and eighty (480) hours.

44
45 For the purposes of this Section, immediate family is defined as spouse, child, mother, father,
46 foster parent or guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law,
47 son-in-law, daughter-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter,

Logan City and OPBA 2019-2022 Agreement

1 half-brother, half-sister, or any dependent person living in the same household on a continuous
2 basis.

3
4 Upon approval from the Safety/Service Director or designee, an employee may contribute up to
5 two (2) days (16 hours) of accumulated sick leave to another bargaining unit employee provided
6 no employee may receive more than ten (10) days (80 hours) of such contributed leave. Such
7 donated leave may only be donated when the recipient has exhausted all paid leaves.

8
9 The use of sick leave with approved Family Medical Leave shall not be included in determining
10 the Sick Leave Bonus. After the January, 2017 payment for the sick leave bonus, the preceding
11 sentence shall be deemed eliminated.

12
13 **Section 21.3. Funeral Leave.** Upon the death of any spouse, child, step-child, parent, step-parent,
14 mother-in-law, or father-in-law, of an employee, the employee may take five (5) days funeral
15 leave with full pay for the purpose of making funeral arrangements and attending the funeral.
16 Upon the death of any son-in-law, daughter-in-law, brother, sister, half-brother, half-sister,
17 stepbrother, stepsister, grandparent or grandchild of an employee, the employee may take three (3)
18 days funeral leave with full pay for the purpose of making funeral arrangements and attending the
19 funeral.

20
21 Funeral leave must be approved by the Safety-Service Director or designee.

22
23 **Section 21.4. Military Leave.** Permanent employees shall receive military leave in accordance
24 with applicable state and federal law.

25
26 **Section 21.5. Leave of Absence.** Personal leave of absence without pay for personal reasons or
27 because of extended illness may, in the discretion of the City, be granted upon request for periods
28 not to exceed two (2) years, if no paid leave is available.

29
30 Upon return from a leave, the employee must be fit for duty. The employee will be reinstated to
31 his former credit; however, time spent on leave shall be considered in determining length of
32 service for purposes where seniority is a factor in granting privileges under this Agreement.
33 If there is a first time fitness for duty examination required by the City, the employee, at their
34 expense, may request a second opinion on the validity of certification. Should a conflict arise
35 between the opinions of the two (2) health care providers, a third opinion will be sought. The
36 third opinion will be provided by a health care provider mutually agreeable to the employee and
37 the Employer. The expense of a third opinion will be paid by the Employer.

38
39 **Section 21.6. Jury Duty Leave.** A bargaining unit member, while serving upon a jury in any
40 court of record, will be paid at his/her regular salary for each of his/her workdays during the
41 period of time so served. Time so served shall be deemed active and continuous service for all
42 purposes. Any juror fees paid to the employee shall be remitted to the City.

43
44 **Section 21.7 Examination Leave.** Time off with pay shall be allowed to bargaining unit members
45 to take promotional Civil Service tests or to take a required examination. The leave shall be
46 pertinent to their City employment.

Logan City and OPBA 2019-2022 Agreement

1 **Section 21.8.** Parental Leave. Each permanent full-time Employee that is the biological parent of
2 a newly born child or the legal guardian of and resides in the same household as a newly adopted
3 child, will be eligible for Parental Leave. Parental Leave of absence shall begin on the day of the
4 birth of a child or on the day which custody of a child is taken for adoption placement by the
5 prospective parents. Employees receiving parental leave may utilize available sick leave, personal
6 leave, vacation leave or compensatory time balances in an amount sufficient to give them up to
7 one hundred (100%) percent of their total rate of pay for the time on parental leave. Parental
8 Leave under this section shall be for a maximum of six (6) weeks. Use of Parental Leave does
9 not prohibit an employee from taking leave under the “Family Medical Leave Act of 1993” 29
10 U.S.C.A. 2601, et seq., except that Parental Leave shall be included in any leave time provided
11 under the Family Medical Leave Act.

12
13 **Section 21.9.** Limited Duty for Workers’ Compensation Claim. The Chief may assign an
14 employee to a limited duty assignment when the employee’s medical condition does not permit
15 the employee to perform all of the employee’s job duties. The Chief will make a limited duty
16 assignment only to duties within the Police Division when he determines that there is work
17 available which is within the abilities of the restricted employee. Such limited duty assignments
18 will be temporary and will not exceed the time required to perform the available work.

19
20 **Section 21.10.** Disability Separation. Notwithstanding any other provisions of this Agreement,
21 an employee suffering a work-related or a non-work related injury that renders him/her unable to
22 perform the essential functions and duties of his/her position may be considered for the
23 Employer’s transitional work program on a case-by-case basis or may be disability separated.
24 Employees shall be afforded a pre-deprivation meeting prior to a proposed disability separation
25 and an employee who is disability separated may grieve a disability separation and/or application
26 for reinstatement at the arbitration step of the grievance procedure.

27 28 **ARTICLE 22** UNIFORM AND EQUIPMENT ALLOWANCE

29
30 **Section 22.1.** Initial Issue. Upon beginning employment with the City, an employee shall have
31 been furnished the basic uniforms and equipment (for all the employees required to wear same)
32 according to the schedule in Section 22.3. Articles of clothing become property of the City and
33 must be turned in when an employee is separated from City service. Failure to do so shall result in
34 the value of the missing items being withheld from the employee’s separation pay. The City shall
35 have the right to determine the supplier of uniforms and equipment.

36
37 **Section 22.2.** Allowance. After completion of one (1) year’s service, full time employees shall
38 receive the following annual uniform allowance to purchase and maintain uniforms as required
39 by the Department Uniform policy:

40
41 Patrol Officers, Lieutenants, and plain clothes officers:

42 Each January \$350.00.

43 Each July \$350.00.

44 Annual Allowance \$700.00

45 “Plain clothes” officers may buy clothing useful to them in the performance of their duties.

46
47 Dispatchers and Clerks:

48 Each January \$275.00.

Logan City and OPBA 2019-2022 Agreement

1 Each July \$275.00
2 Annual Allowance \$550.00
3

- 4 A. Payments. All payments shall be by separate check semi-annually, and shall be paid in
5 the pay period that includes the 20th of the months of January and July.
6
- 7 B. Uniform changes. When uniform changes are mandated by the City, or result from
8 promotion, the initial change shall be paid by the City.
9
- 10 C. Damaged uniforms and equipment. The City shall reimburse employees for the
11 reasonable cost of repair or replacement of uniforms and equipment damaged by
12 employees in the non-negligent performance of their duties.
13
- 14 D. Lost or stolen items. Equipment articles lost or stolen through negligence shall be
15 replaced by the employee.
16
- 17 E. Receipts required. Employees will be required to submit receipts for purchases annually.
18
- 19 F. Damaged Personal Property: Any item of personal property damaged or lost in the
20 pursuant or apprehension of a suspect, stolen, damaged, or lost in the performance of
21 official duties, on or off duty, shall be reimbursed by the Employer at the replacement
22 cost, if not otherwise reimbursed by other sources, in an amount not to exceed \$200.00.
23 Any items reimbursed in excess of this amount are at the sole discretion of the Chief of
24 Police.
25

26 Section 22.3. Uniform Schedule. 27

28 **Police Officers:**

29 Pants (5 total)	Shirts (5 total)
30 Tie	Shoes
31 Boots	Jacket
32 Hat, Class A	Belt, Inner
33 Raincoat	Nameplate, Silver (2)
34 Badge Case	Breast badge (2)
35 Holster	Gun belt
36 Gloves	Mag Holder
37 Handcuffs (2)	Handcuff Case (2)
38 Belt Keepers	Taser Holster
39 ASP Baton	ASP Holder
40 Flashlight	Gun Light
41 Body Armor	Ticket Tin
42 Duty Bag	Traffic Vest
43 Hat Badge	Mourning Band
44 Flashlight Pouch	Semi-Automatic Handgun
45 Electronic Control Device	Radio Pouch

46
47
48

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Dispatch:

- Polo Shirts (5)
- Pullover (1)

ARTICLE 23 INSURANCE

Section 23.1. Health Insurance. 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:

1. Hospitalization / Surgical coverage
2. Diagnostic, X-Ray, and Laboratory Services
3. Obstetrics Coverage
4. Prescription Drug Coverage
5. Hospice and Home Health Care Coverage
6. Extended Benefits and Lifetime Dependent / Disabled children coverage as defined by the plan
7. Mental Health / Substance Abuse Services
8. 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.

Cost Sharing Employees shall pay, by wage withholding fifteen percent (15%) of the total premium for family coverage or single coverage. 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.

Section 23.2. Liability Insurance. The City shall purchase appropriate liability insurance covering employees with minimum limits of One Million Dollars (\$1,000,000.00) for potential civil liability claims made against employees while engaged in the proper pursuit of their employment.

Section 23.3. Life Insurance. The City shall provide a Twenty-Five Thousand Dollar (\$25,000.00) Life with Accidental Death and Dismemberment Insurance Policy at no cost to the employee. However, the parties understand that such policy may contain an age reduction benefit.

Section 23.4. Dental and Optical Insurance. If the City provides dental and/or optical insurance to non-bargaining unit employees, such insurance shall also be offered to bargaining unit employees at the same cost.

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1
2 **Section 23.5. Life Insurance.** The City shall pay any and all bargaining unit members two
3 thousand dollars (\$2,000.00) for non-enrollment for a single plan and two thousand five hundred
4 (\$2,500.00) dollars for non-enrollment in a family plan of the City's medical insurance.. Payment
5 shall be made in the pay period including the 20th of January.
6

7 **Section 23.6. Alternative Coverage.** Notwithstanding the provisions in Section 23.1 above,
8 which provides for health care coverage, the Union agrees that the Employer may offer
9 alternative health care coverage programs during the term of the Agreement. The City shall
10 determine the terms and conditions of such alternative programs. The cost and/or terms and
11 conditions of said programs shall be at the discretion of the City and may be subject to change.
12 Employees may withdraw from said program at their discretion and shall be entitled to the
13 benefits described in Section 23.1.
14

15 **ARTICLE 24 WORK OUT OF RANK**

16
17 **Section 24.1. Out-of-Rank Hours.** Any employee who is temporarily required to perform at a
18 higher ranking position and performs the responsibilities of the higher ranking position shall be
19 paid at a rate of compensation equal to an amount fifteen percent (15%) greater than the
20 employee's base hourly wage for all hours worked in the higher ranking position during that
21 workday. Probationary employees shall not perform at a higher ranking position.
22

23 **ARTICLE 25 TRAINING — TUITION REIMBURSEMENT**

24
25 **Section 25.1. Reimbursement Program.** The City will compensate employees at time and one-
26 half (1-1/2) for training which the City requires employees to take on off-duty time and will pay
27 for necessary books, materials, mileage, tuition, and other necessary expenses.
28

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

- 32 A. Prior approval is received from the City in writing.
- 33 B. The course is successfully completed and must have a grade equivalent of "C" or
34 better where one is given.
- 35 C. Reimbursement will be made upon presentation of paid invoices for reimbursable
36 items.
- 37 D. If the employee's service with the City is terminated for just cause or by the
38 employee's own violation within one (1) year of completion of the course, the
39 employee shall return the City's outlay on a pro-rata basis. Such return may be
40 obtained by deduction from the final pay.
41

42 **ARTICLE 26 COPIES OF THE AGREEMENT**

43
44 **Section 26.1.** The City will provide each covered employee, at no cost to the employee, an
45 electronic copy of this Agreement within thirty (30) days from the date this Agreement is ratified
46 by both parties.
47

1 **ARTICLE 27 PUBLICATION OF AVAILABLE PROMOTIONAL OPPORTUNITY**
2 **AND PROMOTIONAL EXAM**
3

4 **Section 27.1. Announcement of Vacant or New Position.** When, in the sole discretion of the
5 Employer, it is determined that a new assignment or vacancy in an existing area becomes
6 available by reason of promotion, retirement, resignation or transfer, notice of such assignment
7 availability shall be forwarded to all units and conspicuously posted. All such notices will contain
8 a complete description of the position to be filled, including duties, working hours and any
9 special qualifications that may be desired but not required. All personnel who feel that they
10 qualify for the assignment or vacancy are encouraged to submit a request to be considered for
11 transfer to the new assignment or vacant position. Notice of vacancies shall be posted for seven
12 (7) days prior to filling the position.
13

14 Nothing in this provision shall in any way control the right of the Police Chief to make a change
15 in assignment or to temporarily fill a vacancy; it is intended to provide a standardized method to
16 be utilized prior to filling a vacancy. If the Chief or his designee determines that it is appropriate
17 to fill a vacated assignment immediately, he may do so for a period not to exceed sixty (60) days'
18 to allow for the announcement and request procedure above to be fulfilled before a regular
19 assignment is made.
20

21 **Section 27.2. Promotions and Examination Procedure.** All promotions to a higher rank in a
22 bargaining unit which result in an increase in pay, or assignment to a higher pay range, shall be
23 based upon merit and fitness as determined by promotional written examination and a structured
24 interview.
25

26 The written examination shall be work-related and prepared by a professional independent
27 testing agency or organization selected by the Employer, experienced in the preparation of
28 written examinations for police positions and paid for by the Employer. The maximum
29 attainable score for the written examination shall be 100 points. The written examination shall
30 be administered by the independent testing agency or organization. The written examination
31 shall be graded by the independent testing agency or organization. The written examination shall
32 be weighted at 50% of the total weight of the promotional determination process (excluding
33 bonus points).
34

35 The structured interview shall be prepared by an independent panel experienced in evaluating
36 law enforcement personnel for promotion. The independent panel for the structured interview
37 shall be selected by the independent testing agency or organization and subject to the approval
38 and payment by the Employer. One member of the panel shall be a citizen of the City of Logan
39 appointed by the Mayor. Neither the City of Logan Chief of Police nor any City of Logan
40 employee shall be permitted to sit on the panel. The panel shall not include law enforcement
41 personnel or former law enforcement personnel of any political subdivision in Hocking County.
42 The panel shall conduct a structured interview of each applicant asking each applicant a set of
43 previously prepared job-related questions and/or conduct assessment exercises. The structured
44 interview questions and each exercise used in the promotional determination process shall be
45 scored in a manner which creates a maximum attainable score of 100 points, which shall be 50%
46 of the total weight of the promotional determination process (excluding bonus points).
47

Logan City and OPBA 2019-2022 Agreement

1 Sixty days prior to administration of the written examination and structured interview, the
2 Employer shall post on Department bulletin boards, with a copy to the Union, the structure of the
3 written examination and structured interview, the weight to be granted for each factor or part of
4 the written examination and structured interview, and the minimum score required to
5 successfully pass the written examination and structured interview. Upon request from the
6 Union, the Employer agrees to meet and discuss the structure and weight factors prior to the
7 administration of such.
8

9 In order to be eligible for a promotional examination, an applicant must have or will have
10 completed three (3) years of service in the immediately preceding rank prior to the date of the
11 examination.

12 **Section 27.3. Promotion Examination and Required Passing.** Promotions to such vacancy shall
13 be by competitive written examination and structured interview as identified above. Bargaining
14 unit employees who participate shall receive one (1) additional bonus point for each year of
15 completed service with the Employer, not to exceed a total of 10 (ten) bonus points. Participants
16 must receive a passing score on both the written examination and structured interview prior to
17 the addition of any applicable bonus points. The bonus points shall be added to the employee's
18 final score. An employee must pass both the written examination and structured interview to be
19 considered for promotion.
20

21 **Section 27.4. Selection for Promotion.** The employee receiving the highest combined score on
22 the written examination and structured interview, including bonus points shall be offered the
23 position for which he/she has tested. The promotional provisions of this Article shall apply to
24 promotions to the Lieutenant and other bargaining unit positions.
25

26 **ARTICLE 28 RETIREMENT**

27

28 Employees approaching retirement shall be presented with the badge worn during service to the
29 community, Department patch, service decoration and name plate or other appropriate
30 remembrance shall be presented.
31

32 Retired employees shall be permitted to retain their Department credentials. The Employer may
33 exercise the option to stamp said credentials with the term "Retired."
34

35 Retired employees may retain one (1) complete set of the Department's formal uniform with
36 all accessories.
37

38 Employees within twelve (12) months of retirement shall be allotted a maximum of two (2)
39 workdays at Department expense to travel to P.E.R.S. and the Police and Fireman's Disability
40 Pension Fund and correlate any retirement-related affairs. Verification of attendance may be
41 required by the Employer.
42

43 In the event that the employee declines to retire, the time off shall revert to vacation, holiday
44 compensatory time, or any other personal leave.
45

Logan City and OPBA 2019-2022 Agreement

1 **ARTICLE 29 DEATH OF A POLICE OFFICER OR BARGAINING UNIT MEMBER**

- 2
- 3 A. In the event of the death of a bargaining unit member during the line of duty, the
- 4 surviving spouse, child, parent or other appropriate family member shall be presented
- 5 with the badge worn by the deceased member. Department patch, service decoration
- 6 and name plate or other appropriate remembrance shall be presented. If the member
- 7 did not wear a badge, some other appropriate remembrance shall be presented to the
- 8 appropriate family member.
- 9 B. If the deceased member's family requests an inspector's funeral, the Employer will
- 10 provide a complete uniform with all accessories provided.
- 11 C. The Employer will make all customary notifications to the police community via the
- 12 normal and customary channels.
- 13 D. Pall bearers and honor guard will be provided and assigned according to the family's
- 14 wishes.
- 15 E. Surviving bargaining unit members will be authorized the wearing of mourning colors
- 16 in accordance to the following guidelines:
- 17 1. Officer killed in the line of duty within the County: colors will be worn from the
- 18 date of the incident for thirty (30) consecutive days.
- 19 2. Officer killed in the line of duty in an adjoining County: colors will be worn
- 20 from the date of incident until the date of the funeral.
- 21 3. Mourning colors may also be worn during National Police Memorial Day.
- 22 4. The Employer will provide any additional vehicles for funerals as may be
- 23 reasonably available without jeopardizing the mission of the agency.
- 24 5. The Employer will make every reasonable effort to release from duty status those
- 25 personnel who had personal contact with the victim officer.
- 26

27 **ARTICLE 30 PREEMPTION OF STATUTORY RIGHTS**

28

29 **Section 30.1.** The parties enter this Agreement for the purposes of explicitly demonstrating the

30 intent of the parties to preempt statutory rights, as required by the Ohio Supreme Court in its

31 decision of State ex rel. OAPSE v. Batavia Local School Dist. Bd. Of Educ., 89 Ohio St. 3d 191

32 (2000).

33

34 **Section 30.2.** In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this

35 agreement governs the wages, hours and terms and conditions of employment to the extent

36 provided herein. It is therefore the intent of the parties that the terms and conditions of this

37 agreement specifically preempt and/or prevail over the statutory rights of public employees as set

38 forth below:

39

40 <u>Contract Article</u>	41 <u>Statute/Regulation Preempted</u>
42 Article 9, Disciplinary Action and Appeals	43 ORC 124.34, 737.12
44 Article 11, Layoffs	45 ORC 124.321 – 124.328, 124.37
46 Article 18, Holidays	47 ORC 124.19
47 Article 20, Vacations	48 ORC 124.13, 9.44
48 Article 21, Sick Leave	ORC 124.38
Article 27, Publication of Assignment Availability	
Promotional Exam	ORC 124.22 – 124.32

Logan City and OPBA 2019-2022 Agreement

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ARTICLE 31 DURATION OF AGREEMENT AND EXECUTION


Section 31.1. Duration. This Agreement shall be effective as of date of execution and shall remain in full force and effect until May 31, 2022.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by any legitimate means. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

THE PARTIES have ratified and executed this Agreement at Logan, Ohio this 25th day of SEPTEMBER, 2019.

FOR THE CITY OF LOGAN

FOR THE OPBA



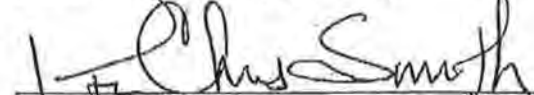
Greg Frainfelter, Mayor



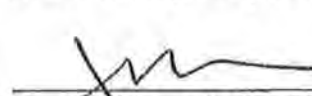
Mark Volcheck, OPBA Attorney




Bruce Walker, Safety Service Director



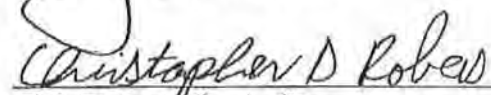
Chris Smith Bargaining Team Member



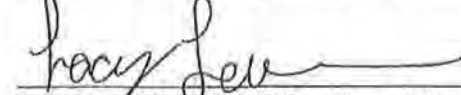
Jerry Mellinger, Police Chief



Michael Walton Bargaining Team Member

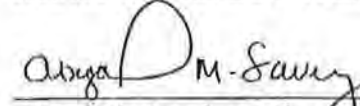


Chris Robers, City Auditor



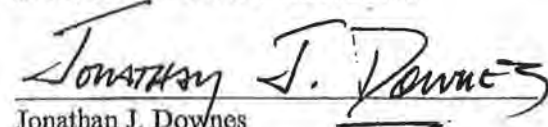
Lacy Levering Bargaining Team Member

APPROVED AS TO FORM



Abigail Saving, Law Director

APPROVED AS TO CONTENT



Jonathan J. Downes

Logan City and OPBA 2019-2022 Agreement

Logan Police Department - 2019-2021 Wage Calculations

Current (Effective June 1, 2018)					<u>NOTES</u>
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
Disp/Clerk	\$16.35	\$16.82	\$17.23	\$19.35	
Patrolman	\$17.89	\$18.77	\$19.65	\$21.23	
POSITION	START	6 MONTH			
Lieutenant	\$22.90	\$24.74			LT top rate is ~16% above Patrol top rate. LT entry rate is ~92% of LT top rate.
Year 1 -- 3% (Effective 20th pay period, 2019)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
	3.0%	3.0%	3.0%	3.0%	
Disp/Clerk	\$16.84	\$17.32	\$17.75	\$19.93	
Patrolman	\$18.43	\$19.33	\$20.24	\$21.87	
POSITION	START	6 MONTH			
Lieutenant	\$23.23	\$25.81			LT top rate is 18% above Patrol top rate. LT entry rate is 90% of LT top rate.
Year 2 - 3% (Effective June 1, 2020)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
	3.0%	3.0%	3.0%	3.0%	
Disp/Clerk	\$17.35	\$17.84	\$18.28	\$20.53	
Patrolman	\$18.98	\$19.91	\$20.85	\$22.53	
POSITION	START	6 MONTH			
Lieutenant	\$24.33	\$27.04			LT top rate is 20% above Patrol top rate. LT entry rate is 90% of LT top rate.
Year 3 - 3% (Effective June 1, 2021)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
Disp/Clerk	\$17.87	\$18.38	\$18.83	\$21.15	
Patrolman	\$19.55	\$20.51	\$21.48	\$23.21	
POSITION	START	6 MONTH			
Lieutenant	\$25.07	\$27.85			LT top rate is 20% above Patrol top rate. LT entry rate is 90% of LT top rate.