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AGREEMENT

BETWEEN

THE CITY OF LOGAN

AND

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

SERB Case # 2021-MED-07-0887

Effective Date of Execution through December 31, 2024

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3 **ARTICLE 1**
4 **AGREEMENT**

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

10 Section 1.2. Recognition. The City hereby recognizes the Logan Professional Firefighters
11 Association as the sole and exclusive bargaining agent for the purpose of collective bargaining of
12 all wages, hours and other and conditions of employment for all full-time, non-probationary
13 employees that have been certified by the State Employee Relations Board, Case Number 03-REP-
14 05-0087.

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

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

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

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

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

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

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

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

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

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

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

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- 1 Anniversary Date shall mean an employee’s specific date of hire.
- 2 Days: shall mean calendar days unless otherwise specified.
- 3 Working Days: shall mean the days the administrative offices of the City are open.

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5 **ARTICLE 2**
6 **STATEMENT OF PURPOSE AND UNION DUES**

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

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

15 Section 2.3. Indemnification by Union. It is further agreed that the I.A.F.F. shall defend and save
16 the City harmless against any and all claims, demands, suits or other forms of liability which may
17 arise out of or be by reason of action taken or not taken by the City in fulfilling the obligations
18 imposed on the City under this Section. Except for failure to forward deducted fees.

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21 **ARTICLE 3**
22 **MANAGEMENT RIGHTS AND NONDISCRIMINATION**

23 Section 3.1. Management Rights. Except as specifically limited herein, the City shall have the
24 exclusive right to manage the operations, control the premises, direct the working forces, and
25 maintain efficiency of operations. Specifically, the City’s exclusive management rights include,
26 but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and
27 promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize,
28 discontinue, or enlarge any department or division; to transfer employees, including the
29 assignment and allocation of work, to introduce new and/or improved equipment, method and/or
30 facilities, to determine work methods; to determine the size and duties of the work force, the
31 number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs
32 (or classifications); and to determine staffing patterns, including but not limited to, assignment of
33 employees, numbered employed, duties to be performed, qualifications required, and worked,
34 subject only to the restrictions and governing the exercise of those rights as are expressly provided
35 herein and as permitted by law. The bargaining unit, along with city administration and the Fire
36 Chief shall make every effort to avoid any unnecessary shift changes through simple discussion,
37 meetings, and conflict resolution. Shift change(s) request(s) must be documented through the chain
38 of command via the personnel requesting shift change.

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ARTICLE 4
UNION RELEASE TIME

Section 4.1. Union Business. The Union representative or his designee shall be granted time off without loss of pay or benefits up to a maximum of seventy-two (72) for conventions hours per year for the duration of this Agreement to perform Union functions. The Union representative may also serve as the Grievance Chairman and serve on the Labor/Management Committee.

Section 4.2. Conditions of Release. As a condition for the use of release time under Section 6.1 hereof, the Union representative shall provide a written request to the Chief, in advance of the date upon which he or his designee desires, to utilize any release time.

Section 4.3. Conventions. The Union representative or his designee shall be granted time off without loss of pay or benefits to attend the annual State Convention. Such release time shall be requested in writing fourteen (14) days in advance. The Chief shall not withhold permission for the utilization of release time hereunder except in the event of an emergency. Released time under this Section 6.3 shall be charged to the 72 hour allotment under Section 6.1 above.

Section 4.4. Grievance Chairman. The Grievance Chairman or his alternate shall be granted released time to attend one educational seminar per calendar year to develop appropriate skills. Release time under this Article shall be charged to the 72 hour allotment.

Section 4.5. Release time for Chairman. The Grievance Chairman shall be released from his normal duties, upon approval of his supervisor, to participate in his grievance-related duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall notify his supervisor in advance of such duties.

ARTICLE 5
WORK RULES

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

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

The City agrees to make such written work rules available to employees and to post them conspicuously at the primary work locations. Before new or changed work rules are posted they will be reviewed with the Union at least two (2) weeks prior to the time such rules take effect, the exception to this would be concerning issues of safety and or government mandates, i.e.; State or

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1 Federal laws. All employees of the bargaining unit shall sign off on all work rules posted to
2 acknowledge that they have read and understood them. The refusal of an Employee to sign the new
3 or revised work rule or policy shall not negate the new or revised rule or policy from the effective
4 date.

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ARTICLE 6
WAGES, CALL-IN, OFF-DUTY, AND MISCELANEOUS PAY ITEMS

8 Section 6.1. Pay Ranges. See Appendix B.

9 **Lateral Hire/Transfers.** The City may hire firefighters with previous service as a firefighter in
10 the Ohio Police and Fire and/or OPERS pension systems shall be paid up to the equivalent yearly
11 rate based on the number of years of full or pro-rated part-time service in the previous position.
12 For example, if a newly firefighter was employed for three full years as a full-time certified
13 firefighter and has three full years in one of the listed pension systems, he or she could be started
14 up to the 3-year wage pay. Transfer candidates must have the minimum age for employment as a
15 firefighter. The advance step placement shall not affect or be counted for Department seniority in
16 the Department or count as service time. The lateral hire/transfer firefighter will be required to
17 serve a probationary period provided in this Agreement. The lateral hire/transfer will be at the
18 discretion of the Safety Director and subject to approval by the Civil Service Commission.
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20 Section 6.2. Call-in Time / Off Duty Run: Employees called in to work or for an off-duty run at
21 a time disconnected to their regular scheduled hours of work, shall be paid a flat rate equal to one
22 and one-half (1½) times their total rate of pay (hourly) for the time worked but no less than three
23 (3) hours for such call-in. If the duration of a call-in or off-duty run lasts more than three (3) hours,
24 the employees shall be paid overtime for those hours outside their regular scheduled hours of work.
25 Any call-in or off-duty run within three (3) hours of the start of a shift for an employee the
26 employee will receive the actual time at the overtime rate for the time outside their regular
27 scheduled hours of work.

28 Section 6.4. There shall be no pyramiding of premium pay or with any other pay, such as vacation
29 leave pay.

30 Section 6.5. Plus Rating: Employees in the Fire Division (Bargaining Unit) assigned to perform
31 work of a higher classification in the bargaining unit for two (2) or more hours within a tour of
32 duty shall receive the pay at a rate of step one 10% of the higher classification in the bargaining
33 unit.

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

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

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

ARTICLE 7
LONGEVITY PAY

5 Section 7.1. Longevity Pay: In addition to the above wages, a longevity supplement for years of
6 service with the City of Logan Fire Department will be paid according to the scale below. Such
7 longevity supplement shall be included in the base hourly rate for purpose of the calculation of
8 overtime and for the calculation of plus rating. Personnel must complete the first year in each step
9 of service to be eligible for that step of longevity pay.

10 Section 7.2. Longevity Scale Years of Service.

<u>Steps</u>	<u>Years of Service</u>	<u>Hourly Rate of Pay</u>
Step 1	4 and 5	\$0.45
Step 2	6 and 7	\$0.50
Step 3	8, 9, and 10	\$0.55
Step 4	11, 12, 13, and 14	\$0.65
Step 5	15, 16, and 17	\$0.75
Step 6	18, 19 and 20	\$0.85
Step 7	21 and 22	\$0.95
Step 8	23, 24 and 25	\$1.05
Step 9	26 and above	\$1.15

11
12 The City shall advance the employee to the next step on the first full pay period following the
13 employees' anniversary hire date following required years of service in each step.

ARTICLE 8
HOURS OF WORK/SHIFT CHANGE/TEMPORARY ASSIGNMENTS

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

21 Overtime shall be paid according to the provisions of Article 9 – Overtime, Compensatory Time.

22 **Biweekly Compensation.** Employee biweekly compensation will be in accordance with the
23 following schedule:

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

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

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

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

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

19 Section 8.3. Shift Changes. Shift changes shall be posted two weeks prior to the effective date of
20 change, except in emergencies such as manpower shortages, schooling, etc. Any employee required
21 to change shifts for any reason shall have a minimum of 48 hours off duty between duty
22 assignments, and shall be credited the same as working the regular 56 hour work week. Firefighters
23 attending 40 hour schooling or appointed to a 40 hours a week shift as described below shall return
24 to work after a minimum of 48 hours off duty.

25 Section 8.4. Temporary 40 Hour Assignments. Upon request by the Fire Chief or the Director of
26 Public Safety and upon consent of the Bargaining Unit member, a Fire division employee may be
27 placed on a temporary 40 hour week to accommodate short term medical reasons, emergencies and
28 necessities of the fire department. Said firefighter shall be paid the same amount he would have
29 received as in the normal 56 hour week, and shall not be penalized for so complying, it shall be
30 understood by both parties in this agreement that this privilege will not be abused.

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

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ARTICLE 9
OVERTIME, COMPENSATORY TIME, and PREMIUM PAY

37 Section 9.1. Overtime: Employees required to work more than the regularly assigned number of
38 hours during a pay period, shall be compensated at the rate of one and one-half times the
39 employee’s base hourly rate of pay for all work over the regularly scheduled number of hours for

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1 that pay period when such work is authorized by the Safety-Service Director or his authorized
2 representative. Such authorization may be granted retroactively.

3 *Payment for Overtime. Any overtime worked outside the employee's regular scheduled hours of*
4 *work shall be paid during the same two (2) week cycle it was worked.*

5 Overtime payment shall be made to the nearest one-tenth (1/10) of an hour.

6 Employees may choose to receive payment for overtime work by compensatory time off at the rate
7 of time and one-half off.

8 Overtime distribution. Overtime will be distributed on an equitable basis from a list that shall
9 initially be established in order of seniority. If an employee cannot be reached to work an overtime
10 assignment, he shall go to the bottom of the overtime list. Distribution of overtime shall be
11 reviewed by the Chief or Safety-Service Director or both on a quarterly basis for the purpose of
12 adjusting inequities. This time shall be offered to the member with the least amount of overtime
13 for the year first. This list shall be maintained and strictly adhered to. If the first member is
14 unavailable to fill overtime, the next member shall be contacted and so on down the list until the
15 overtime is filled. The Chief or Safety-Service Director or both shall meet on a quarterly basis for
16 the purpose of adjusting inequities and shall review distribution of overtime.

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

19 Section 9.2. Compensatory Time:

20 Accumulation. Compensatory time may accumulate a maximum of 120 compensatory time hours
21 in a calendar year. Any balance at the end of a year will be credited to the maximum accumulation
22 of the following year. For example, if an employee has 20 hours compensatory time balance at the
23 end of a year that employee may only accumulate 100 hours compensatory time in the following
24 year.

25 Prior approval for use of compensatory time. Compensatory Time must be used at a mutually
26 agreeable time. The employee shall submit a written request and receive approval from the Chief
27 prior to taking compensatory time off. Compensatory time request may not result in overtime,
28 unless approved by the Chief.

29 Annual conversion. The City may allow, at its discretion, conversion of unused compensatory time.
30 The City will determine the pay period(s) compensatory time may be converted.

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

33 Section 9.3. Hours for Calculating Overtime Under FLSA. All of the foregoing notwithstanding,
34 for purposes of FLSA overtime hours and compensation shall be credited and calculated in
35 conformity with the provisions of the Federal Fair Labor Standards Act and applicable rules and
36 regulations.

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1 ***FLSA Work Period and Overtime.*** For the purposes of compliance with the Fair Labor Standards
2 Act (FLSA) in the case of investigation or an audit by the U.S. Department of Labor, employee
3 overtime shall be computed at the rate of one and one-half (1½) times the regular hourly rate for
4 time actually worked in excess of one hundred fifty-nine (159) hours in a work period in a twenty-
5 one (21) consecutive day cycle. Any overtime resulting from working overtime under the FLSA
6 standards shall be calculated and paid in the pay period following the conclusion of the 21-day
7 FLSA work period. The overtime rate shall be calculated on the employee’s regular rate of pay.

8 **Section 9.4. Right of Refusal:** Employees shall have an initial right to refuse an offer for overtime
9 or call-in work. If the supervisor is unable to obtain an employee for the non-emergency overtime,
10 the supervisor shall go back to the top of the list and require the first individual he is able to reach
11 to perform the necessary overtime work.

12
13 **Section 9.5. Emergency Overtime:** In a manning emergency the normal right of refusal does not
14 apply. The supervisor may order the first employee that is contacted to perform the necessary
15 overtime.

16 **Section 9.6. Work Week and Rescheduled Time in Workweek:** The workweek shall be computed
17 between 12:01 a.m. on Monday of each calendar week and midnight the following Sunday.
18 Employees may not be rescheduled after the start of the workweek. Any rescheduling after the
19 start of the workweek will require that the employee be compensated double his/her regular rate of
20 pay for the entire time worked. Emergency Overtime and Call-in Time / Off Duty Runs shall not
21 be considered rescheduling an employee.

22
23 **ARTICLE 10**
24 **HOLIDAYS AND PERSONAL LEAVE**

25 **Section 10.1. Holidays.** The following eleven (11) days shall be designated as holidays:

New Year’s Day	Patriot’s Day
President’s Day	Veteran’s Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Good Friday
	Martin Luther King Jr. Day

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

28 **Section 10.2. Payment for working on a holiday:**

29 **Employee duty day falls on a holiday:** When an employee normally scheduled duty day falls on a
30 holiday shall be paid at the rate of one and one-half (1½) times the employee’s straight time hourly
31 rate for the hours worked on the holiday. The holiday is considered to commence at the beginning
32 of the shift of the workday of the holiday. Workday is set forth in section 8.1 above.

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1 Employee working overtime on a holiday. Employees working on a holiday not their normally
2 scheduled duty day shall be paid their overtime rate of time and one-half the employees total rate
3 of pay for the hours worked on the holiday in addition to the holiday pay.

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

6 Section 10.4. Personal Leave: In addition to the holidays listed above, employees shall receive
7 four (4) tours of duty of personal leave, with pay, upon request to and approval by the employee’s
8 supervisor, provided the request for personal time is received by the supervisor at least twenty-four
9 (24) hours in advance of the date requested and the requested time off does not result in overtime
10 unless approved by the Chief. Personal leave may not be carried over from year to year and is
11 prorated for new employees and employees who separate.

12
13 **ARTICLE 11**
14 **VACATION**

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

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

17
18 Employees shall accrue vacation leave in the 26 pay periods in the fiscal year to the annual
19 maximum vacation leave hours.

20
21 Section 11.2. Maximum Accumulation. The maximum vacation leave an employee may carry
22 over to the following calendar is the amount accumulated by that employee in the prior fiscal year.

23
24 For those employees who as of December 31, 2018, had a balance in excess balance of one year’s
25 worth of vacation leave may maintain that balance as of December 31, 2018, as their maximum
26 but may not add to the carryover balance.

27
28 Any leave in excess of the balance allowed for an employee as of the end of the last pay period of
29 a fiscal year, which includes January 20, shall have the balance converted to cash payment payable
30 in the pay period determined by the City Auditor.

31
32 Section 11.3. Annual Conversion. The employee may be paid for additional earned vacation at
33 the employee’s total rate of pay. The maximum an employee shall be paid per year is one hundred

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1 fifty (150) hours. The conversion may occur once annually in the pay period as designated by the
2 City Auditor.

3 Section 11.4. Use of Vacation leave by New Employees. New employees (Probationary) shall be
4 eligible to use vacation after six (6) full calendar months of employment with the Division of Fire,
5 or during their first six (6) months at the discretion of the Chief.

6 Section 11.5. Maximum Accumulation and Conversion. An employee shall be compensated at
7 his current total rate of pay, for any unused vacation leave accrued to his credit at the time of
8 separation from employment for any reason.

9 Section 11.6. Scheduling of Vacation Leave. Vacations shall be scheduled subject to the manning
10 requirements of the City as determined by the Safety-Service Director.

11 Vacation requests must be made in writing at least two (2) weeks before the start of such proposed
12 vacation when requesting vacation of more than two (2) tours subject to approval by the Chief.
13 Requests for two (2) tours or less of vacation leave must be approved by the Shift Supervisor or
14 Chief.

15 Vacation leave requests may not result in overtime unless approved by the Chief. In case of
16 conflicting requests and subject to manning requirements, vacations shall be scheduled on the basis
17 of seniority. However, vacation request shall not be unreasonably denied.

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

20 Vacation leave may be granted in minimum units of one-half (1/2) hour.

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

24 **ARTICLE 12**
25 **FUNERAL LEAVE**

26 Section 12.1. Funeral leave and Immediate Family. Upon the death of any member of the
27 employee's or his/her spouse's immediate family the employee may take two (2) days funeral leave
28 with full pay for the purpose of making funeral arrangements and attending the funeral. Immediate
29 family shall be defined as the following; spouse, child, mother, father, foster parent or guardian,
30 brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law,
31 stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or
32 any dependent living in the same household. Further, requests may be made to the Safety-Service
33 Director for the purpose of Funeral leave for persons for whom the employee has power of attorney
34 or is designated as the legal guardian.

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1 Section 12.2. Funeral Leave and Request. Funeral leave shall begin on the date of death and
2 must be requested by the employee and approved by the Safety-Service Director.
3

4 **ARTICLE 13**
5 **FAMILY MEDICAL LEAVE**

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

8
9 **ARTICLE 14**
10 **MEDICAL INSURANCE**

11 Section 14.1. Medical / Hospital Insurance Coverages: The City shall make health care benefits
12 coverages available to employees under the City’s health care plan, which shall include, at a
13 minimum; the following:

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

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

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

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

32 Section 14.2. Cost Sharing: Employees shall pay; by wage withholding, fifteen (15%) for family
33 and single premium coverage. The employees’ contribution shall be paid through a Section 125
34 plan by which the contributions are treated as pre-tax income. The City shall establish such a
35 Section 125 plan as soon as practicable.

36 Section 14.3. Waiver of Coverage. The City shall pay any and all bargaining unit members two
37 thousand dollars \$2,000.00 for non-enrollment for a single plan and two thousand five hundred
38 dollars \$2,500.00 for non-enrollment in a family plan of the City’s medical insurance. The waiver

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1 payment is paid retroactive and is prorated the full months the employee waived coverage for
2 which the employee was eligible for coverage.

3 Section 14.4. Available Additional Coverage. The City shall make available additional insurance
4 plans such as eye and dental coverage. The employee shall assume the extra cost of these additional
5 plans.

6 Section 14.5. Alternate Coverage. Notwithstanding the provisions in Section 14.1 above, which
7 provides for health care coverage, the Union agrees that the Employer may offer alternative health
8 care coverage programs during the term of the Agreement. The City shall determine the terms and
9 conditions of such alternative programs. The cost and/or terms and conditions of said programs
10 shall be at the discretion of the City and may be subject to change. Employees may withdraw from
11 said program at their discretion and shall be entitled to the benefits described in Section 14.1.

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

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

18 **ARTICLE 15**
19 **UNIFORM ALLOWANCE**

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

23 Section 15.2. Uniform Allowance. After the first full year of employment, uniformed employees
24 shall be entitled to a uniform allowance. This shall be paid on a Semi-annual basis, in January and
25 July of each calendar year in the pay period that includes the 20th day of the month. The amounts
26 to be paid shall be \$350.00 per semi-annual basis.

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

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

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

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ARTICLE 16

SICK LEAVE/INJURY LEAVE/DISABILITY SEPARATION

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

Sick leave may be used for the following reasons:

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

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

Section 16.2. Conversion at Retirement. Employees retiring from the City under a State regulated retirement system shall receive payment for accrued but unused sick leave on the basis of one (1) day for each four (4) days of accrued not to exceed sixty (60), eight (8) hour days or four hundred eighty (480) hours. Payment for sick leave under this provision shall be considered to eliminate all sick leave accrued by the employee, and such payment will be made only once to any employee.

Section 16.3. Donation of Sick Leave. Up to five (5) tours of duty per member may be donated to other employees in a calendar year. In order for an employee to be eligible to receive a donation, he must have no accumulated leave balances left and must be on an Employer-approved leave of absence. An employee may not receive more hours than what would be unpaid during the current pay period. The donor will not stand to lose his/her sick leave bonus.

Section 16.4. Injury Leave: A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay and benefits not to exceed one hundred eighty (180) calendar days.

In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claims compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time

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

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

12 Section 16.5. Sick Leave Bonus: Each employee shall earn a bonus for non-use of sick leave
13 based on the following schedule:

14 0 to 24 hours used (0-1 Tour of Duty)	\$300.00
15 More than 24 hours but not more than 48 hours (1-2 Tours of Duty)	\$200.00
16 More than 48 hours but not more than 72 hours (2-3 Tours of Duty)	\$100.00
17 More than 72 hours but not more than 96 hours (3-4 Tours of Duty)	\$0.00

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

20 Section 16.6. Disability Separation. Notwithstanding any other provisions of this Agreement, an
21 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 Employer's
23 transitional work program on a case-by-case basis or may be disability separated.

24
25 **ARTICLE 17**
26 **LEAVE OF ABSENCE**

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

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

33 **ARTICLE 18**
34 **TRAINING**

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

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

- 5 1. Prior approval is received from the City Service-Director in writing.
- 6 2. The course is successfully completed with a grade equivalent of a C or better.
- 7 3. Reimbursement will be made upon presentation of paid invoices for reimbursement
8 items.
- 9 4. If the employee's service with the City is terminated for just cause or by the
10 employee's own volition within one year of completion of the course, the employee
11 shall return the City's outlay on a pro-rated basis. Such return may be obtained by
12 deduction from final pay.
- 13 5. The City shall respond in writing its decision within five (5) working days after the
14 submission of a request for reimbursement.
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17 **ARTICLE 19**
18 **DISCIPLINARY ACTION**

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

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

27 Section 19.2. Predisciplinary Process. Whenever the Employer determines that an employee may
28 receive disciplinary actions which may lead to a suspension or greater, the Employer shall notify the
29 employee in writing of the charges against the employee, the nature of the discipline being
30 contemplated no less than 48 hours prior to the disciplinary meeting unless an emergency exists.

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

34 Section 19.3. Retention of Records. Records of disciplinary action including verbal reprimand,
35 written reprimand, and suspension of less than three (3) tours shall cease to have force and affect
36 twelve (12) months after their effective date and will be removed from the employee's personnel file,
37 providing no intervening disciplinary action has been taken during that time period. All other records
38 of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective
39 date, providing no intervening disciplinary action has been taken during that time period.

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1 **ARTICLE 20**
2 **GRIEVANCE PROCEDURE**

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

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

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

15 STEP 1: Chief The employee shall present the grievance on a grievance form obtained from
16 his steward or the Chief. The grievant shall indicate on the form the exact nature of the grievance
17 and the Article of this Agreement alleged to be violated. The Chief shall meet with the employee
18 and witnesses may be called by either party.

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

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

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

28 STEP 3: Mayor The employee shall refer the grievance and all relevant material concerning
29 the grievance to the Mayor, who shall convene a meeting between himself, the grievant, and the
30 Director, and such witness as may be deemed appropriate by the parties within ten (10) working
31 days of receipt of the grievance. The Mayor shall respond to the grievance in writing within ten
32 (10) working days of the hearing.

33 STEP 4: Mediation/Arbitration The Union may refer the grievance to arbitration within the
34 (10) working days of the Mayor's response to the grievance at Step 3. If the Union does not refer
35 the grievance to mediation or arbitration within ten (10) working days of receipt of the Mayor's
36 answer, the grievance shall be considered to be satisfactorily settled.

37 Section 20.2. Time Limits. It is the intent of the parties that all time limits in this grievance
38 procedure shall be met. However, time extensions may be granted by mutual consent in writing.

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1 Should management fail to respond within the prescribed time limits, the grievant may move his
2 grievance along immediately to the next step.

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ARTICLE 21
ARBITRATION

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

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

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

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

21 Section 21.5. Costs of Arbitration. The costs and fees of the arbitrator shall be borne by the losing
22 party. In the event that the arbitrator’s decision fails to grant the requested award of either party and
23 represents a “split decision,” the cost and fees of the arbitrator shall be borne equally by the parties.
24 The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the
25 award. The expenses of any non-employee witness shall be borne, if any, by the party calling them.
26 The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally
27 if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member
28 whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing
29 hours are during normally scheduled working hours on the day of the hearing.

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ARTICLE 22
PERSONNEL FILES

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

38 Section 22.2. Public Requests for Personnel Files. When public requests for employee personnel
39 files are made, the employer shall: 1) make every reasonable attempt to contact the employee and

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1 offer him the opportunity to review his file prior to releasing the information, and 2) insure all
2 information excepted by ORC 149.43 has been redacted. A representative of the City Auditors
3 Office shall be present during any inspection of an employee's file.

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5 **ARTICLE 23**
6 **LABOR-MANAGEMENT COMMITTEE**

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

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

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

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20 **ARTICLE 24**
21 **SENIORITY**

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

24 The following situations shall not constitute interruptions of continuous service:

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

30 Section 24.2. Seniority Lost. Seniority is lost due to the following:

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

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ARTICLE 25
PROMOTION

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

ARTICLE 26
HEALTH AND SAFETY

Section 26.1. City and Union Responsibilities. The City shall provide a safe and healthy working environment in accordance with applicable State and Federal laws.

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

Section 26.2. Safety Committee. The City recognizes the Union’s right to establish a Safety and Health Committee to represent the safety and health concerns of the firefighters. This Committee shall meet with the City’s representatives quarterly at mutually agreed upon times to discuss matters of concern and make recommendations. More frequent meeting may be held by mutual agreement of the parties. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

The function of the Safety and Health Committee is to:

- Recommend changes or additions to protective equipment, protective apparel or devices.
- Recommend changes or additions to the physical and environmental conditions in Fire Department facilities.
- Review Fire Department injuries or illnesses.
- Discuss safety policies and recommend their adoption by management.
- Work to have department-approved recommendations put into practice.
- Learn about different safety matters and incorporate them into training.
- Maintain safety awareness and interest throughout the department and help make safety and integral part of job procedures and employer operations.

Section 26.3. Materials for Maintenance. The City agrees to supply and make available all materials required in the day-to-day maintenance, sanitation, an upkeep of all fire facilities.

Section 26.4. Annual Physicals for Employees. The City agrees to pay for any additional costs not covered by the insurance company for a routine annual physical for each employee covered by the City’s insurance. Any employee not covered by the City’s insurance but has coverage that meets or exceeds the City’s insurance, shall have any additional costs paid for by the City so long that it does not exceed what a covered employee would receive.

Section 26.5. Physical Fitness Standards. Recognizing that a physically fit firefighting force is essential to maintaining efficiency and avoiding costly injuries, the City and the Union shall

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1 cooperatively establish fitness standards and encourage the maintenance of such standards for all
2 employees of the Fire Division.

3 Section 26.6. Duty Personnel. Because the safety of firefighters and the public are directly
4 affected by the manning of apparatus by on-duty personnel, the City agrees that no less than two
5 (2) bargaining unit employees (of the Fire Division) will always be on duty to respond. Further all
6 probationary Firefighters, Volunteer Firefighters or Interim Firefighters shall not be considered
7 part of the two (2) person manning ordinance unless they have met the qualifications set forth by
8 the City “Entry Level Review Board”, this board shall be comprised of the Senior Lieutenant and
9 Senior Firefighter and the Fire Chief.

10 Section 26.7. Chief. Additionally in those situations that arise causing any one bargaining unit
11 employee of a two (2) man shift (essentially unresponsive to calls) to be away from the situation
12 the Fire Chief may be utilized to help cover for the time needed, up to two (2) hours. If the time in
13 question does exceed two (2) hours all clauses within this contract concerning this issue come into
14 effect.

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ARTICLE 27
SEVERABILITY

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

24 Section 27.2. In the event of suspension or invalidation of any Article or Section of this Agreement,
25 the parties agree to meet and negotiate within thirty (30) days after such determination for the
26 purpose of arriving at a mutually satisfactory resolution of the matter.

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ARTICLE 28
WAIVER

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

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

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ARTICLE 29
LAYOFF AND RECALL

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3 Section 30.1. Determination of Layoff and Notice. When the Employer determines that a long-
4 term layoff or job abolishment is necessary, it shall notify the effected employees thirty (30) days
5 in advance of the effective date of lay-off or job abolishment. A job abolishment under this Article
6 shall be the equivalent of a layoff. The notice shall be sent by certified mail to the employee's
7 home address of record, or hand delivered to the employee such that notice is received on or before
8 the thirteenth day prior to the layoff or displacement action. The notice shall contain the following
9 information:

- 10 A) A rationale for layoff or displacement;
11 B) The effective date of the layoff or displacement;
12 C) A listing detailing the employee's seniority in relation to other members of the Bargaining
13 Unit;
14 D) A statement advising the employee of his or her responsibility to maintain a current address
15 with the Department;
16 E) A statement advising the member of his reinstatement rights consistent with this article.

17 Section 30.2. Classifications for Layoff. The City will determine in which classifications layoffs
18 will occur and layoffs of bargaining unit employees will be by classification. In the event any
19 layoff is necessary, part-time and volunteer employees shall be laid off before any full-time
20 employees, including probationary employees. Layoff among full-time employees shall occur in
21 the order of seniority within their classification, with the least senior employee being laid off first.
22 Seniority shall be defined by their original date of continuous employment within that
23 classification.

24 Section 30.3. Recall List. Employees who are laid-off shall be placed on a recall list for a period
25 of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in
26 the inverse order of their lay-off, with no loss of seniority provided they are presently qualified to
27 perform the work in the job classification to which they are recalled without further training
28 beyond normal re-certification courses. No new employees shall be hired until the recall list is
29 exhausted.

30 Section 30.4. Notice of Recall. Notice of recall shall be sent to the employee by certified or
31 registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its
32 obligation by mailing the recall notice by registered mail, return receipt requested, to the last
33 mailing address provided by the employee.

34 Section 30.5. Return to Work. The recalled employee shall have fourteen (14) calendar days
35 following the date of mailing of the recall notice to notify the Employer of his intention to return
36 to work and shall have fourteen (14) calendar days following acknowledgement of intent to return
37 to work to report for duty unless a different date for returning to work is otherwise specified in the
38 notice.

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ARTICLE 30
DURATION

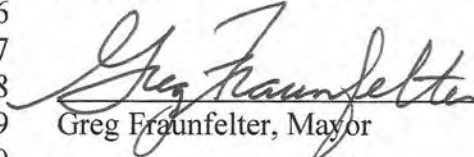
This Agreement shall be effective as of the date of execution and shall remain in full force and effect through December 31, 2024.

Logan-IAFF 2022-2024 CBA – Final (Draft lbq 2-15-2022)

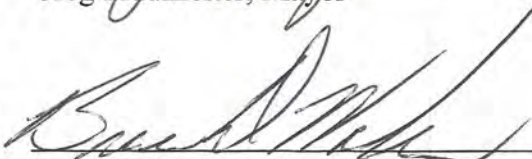
SIGNATURES

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FOR THE CITY OF LOGAN:



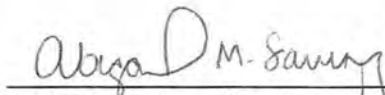
Greg Fraunfelter, Mayor



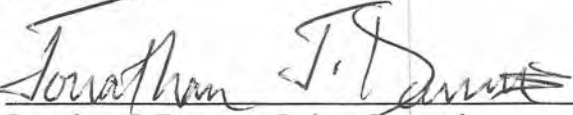
Bruce D. Walker, Service Director



Chris D. Robers, Auditor

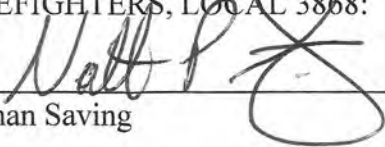


Abigail Saving, City Law Director
As to Form



Jonathan J. Downes, Labor Counsel
As to Content

FOR THE LOGAN PROFESSIONAL
FIREFIGHTERS, LOCAL 3868:



Nathan Saving

Logan-IAFF 2022-2024 CBA – (Final 3-10-22)

APPENDIX A

MEMORANDUM OF UNDERSTANDING/INSURANCE COMMITTEE

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

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

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

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

If and when the OPBA and OAPSE unions agree that this Insurance Committee is advisory only, this union (IAFF) will also agree that the final decision on insurance plans and coverage will lie solely with the City Administration.

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APPENDIX B

The following pay ranges shall be adopted to be effective. Pay raises will become effective, except for 2022, with the pay period including January 1, after the effective date. The rates are straight time hourly rates. The hourly rates are based on an average of 2912 hours per work year.

Rate increases for 2022 will be effective the beginning of pay period #6.

In 2022 only full-time employees will receive a one-time bonus of \$250.00 paid after this Agreement is ratified by Logan City Council. This one-time bonus does not set a precedent for any future negotiations or matters and shall expire with this 2022 – 2024 Agreement.

Full- Time Firefighters

		Step 1	Step 2	Step 3
2021 – base year		\$15.35	\$15.85	\$16.20
2022 effective pay period #6	2.75%	\$15.77	\$16.29	\$16.65
2023	2.5%	\$16.16	\$16.70	\$17.07
2024	2.5%	\$16.56	\$17.12	\$17.50

Full-Time Lieutenants

			Step 2	Step 3
2021 – base year			\$17.94	\$18.66
2022 effective pay period #6	2.75%		\$18.43	\$19.17
2023	2.5%		\$18.89	\$19.65
2024	2.5%		\$19.36	\$20.14

Step 1 shall be the normal hiring rate and normal rate of progression shall be on the firefighter’s anniversary date and step 2 shall be the initial step for the lieutenant. Increases to base rates and step increases will become effective with the first full pay period after the effective date.

Training Incentive Payments: All full-time employees of the bargaining unit shall receive an hourly rate supplements per certification or degree as follows:

- | | |
|--------------------------------------------------------|-------------|
| 1. Fire Inspector certification | \$.30/hour |
| 2. Hazardous Materials certification level 3 or higher | \$.20/hour |
| 3. Fire Instructor certification | \$.30/hour |
| 4. Two (2) year Fire Science degree | \$.30/hour |

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2 Once the additional certification is obtained and the employee is being paid the additional training
3 incentive payments the employee will be required to maintain the certification unless the Chief, in
4 his discretion, allows the employee to lapse the certification.

5 **Maintenance of Certifications.** As or January 1, 2022, all employees of the bargaining unit who
6 possess the Hazardous Materials and/or the Fire Safety Inspector certifications must maintain those
7 certifications as a condition of employment.

8 All employees hired after January 1, 2022, must secure and maintain both the certifications as a
9 condition of employment. All new employees will be notified by the Fire Chief of the timeframe
10 within which new employees will be required to secure the certifications but in no instance will
11 the timeframe be more than 2 years following the date the employee begins work. It shall be the
12 responsibility of the employee to schedule training with approval of the Chief.

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