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

SERB Case Nos.
Patrol/Detective: 2022-MED-03-0219
Lieutenants: 2022-MED-03-0220
Dispatchers/Clerks: 2022-MED-03-0221

Effective August 8, 2022
Through
April 30, 2025

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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 referred to as the
4 “City”, and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “OPBA” or “Union”, has
5 as its purpose the following:
6

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

14
15 This Agreement supersedes all previous Agreements (either written or oral) between the City, its employees, and
16 the Union.
17

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

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

27 **ARTICLE 2 RECOGNITION**

28
29 **Section 2.1. Recognition.** The City hereby recognized the OPBA as the sole and exclusive bargaining agent for the
30 purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-
31 time employees that have been certified by the State Employment Relations Board in the following units:

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

32
33 Notwithstanding any other language set forth herein, probationary employees shall not have the right to appeal
34 any disciplinary matters up to and including termination under any provision of this Agreement.
35

36 **Section 2.2. Exclusion.** The following positions and classifications are expressly excluded from the recognition
37 clause set forth above: Chief, Captains, and all other positions and classifications not otherwise referenced above.
38

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

40
41 **Section 3.1. Union Dues Deductions.** The Union will notify the City of the dues it charges and its current
42 membership, and will update this information as needed.
43

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

1
2 **Section 3.3. Dues Deductions/OPBA.** The OPBA shall furnish to the City a list of members and the amount to be
3 deducted. The Employer agrees to deduct OPBA membership dues in the amount authorized by the OPBA to the
4 City (from the first paycheck of each month), from the pay of any employee in the OPBA who has authorized the
5 same in writing.
6

7 **Section 3.4. Payment/OPBA.** The Employer agrees to furnish to the OPBA within thirty (30) calendar days, a
8 warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the
9 members for whom deductions were made. Nothing herein shall prohibit members covered by this Agreement
10 from submitting dues directly to the OPBA.
11

12 **Section 3.5. Membership Cancellation.**

- 13 A. A member may withdraw authorization for dues deduction by the City by directing his request in writing
14 to the City Auditor.
15 Dues deductions shall cease upon the happening of any of the following events:
16 1. Resignation or discharge of the employee;
17 2. Transfer of the employee from the bargaining unit; and/or
18 3. Expiration of this Agreement.
19 B. No other employee organization's dues shall be deducted from the pay of any bargaining unit member
20 during the life of this Agreement.
21 C. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions,
22 or proceedings by any employee or the Union arising from deductions made by the Employer pursuant to
23 this Article, except the non-payment of funds deducted from the employee's pay.
24 D. Employees have the right to revoke Union membership at any time.
25

26 **Section 3.6. Bulletin Boards.** The City shall provide, at the Logan Police Department, a bulletin board for the
27 use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon
28 which employees may read when reporting to or leaving their workstations, or during their free time. All notices
29 or literature posted do not first have to be approved by the City or the Chief of Police.
30

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

- 32 A. Personal attacks upon any City employee;
33 B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
34 C. Attacks on any other employee organization;
35 D. Any obscene material; or
36 E. Ethnic material.
37

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

39 **Section 3.7. Ballot Box.** The Union shall be permitted, upon prior written notification to the Chief of Police, to
40 place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Union
41 issues subject to ballot. Such box shall be the property of the Union and neither the ballot box nor its contents shall
42 be subject to the City's review. Such balloting shall not interfere with work activities.
43

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

1
2 **Section 3.9. Place for Meetings.** Meetings of the Committees of the Union will be permitted on City property,
3 subject to availability and prior notice, when and where work is not interrupted by such meetings and when such
4 meetings are not held during the regularly scheduled duty hours of the participants on the day in question.
5 Committees shall not consist of more than five (5) members and shall meet as necessary to administer this
6 Agreement. This Section shall not require the City to provide space if no unused space is available.

7
8 **ARTICLE 4 MANAGEMENT RIGHTS**

9
10 **Section 4.1. Management Rights.** The Union recognizes and accepts the right and authority of the City to
11 determine matters of inherent managerial policy in areas of discretion or policy such as:

- 12 A. To determine the functions and programs of the Department;
- 13 B. To determine the standards of services to be delivered;
- 14 C. To determine the overall budget;
- 15 D. To determine how technology may be utilized to improve the Department's operations;
- 16 E. To determine the Department's organizational structure;
- 17 F. To direct, supervise, evaluate, or hire employees;
- 18 G. To determine the overall methods, processes, means, or personnel by which the Department's
19 operations are to be conducted;
- 20 H. To suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule,
21 promote, or retain employees;
- 22 I. To determine the adequacy of the work force;
- 23 J. To determine the overall mission of the Department as a unit of government;
- 24 K. To effectively manage work force; and
- 25 L. To take actions necessary to carry out the mission of the Department as a governmental unit.

26
27 The Union recognizes and accepts that all rights and responsibilities of the City not specifically modified by this
28 Agreement shall remain the exclusive function of the City.

29
30 **ARTICLE 5 NON-DISCRIMINATION**

31
32 **Section 5.1. Discrimination.** Neither party will discriminate for or against any bargaining unit employee on the
33 basis of age, sex, race, color, marital status, national origin, religion, military status, disability, political affiliation,
34 or affiliation with or non-affiliation with the Union. The Union shall share with the City the responsibility for
35 applying this provision of this Section.

36
37 **Section 5.2. Gender.** Whenever the context so requires, the use of words herein the singular shall be construed to
38 include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neutral
39 genders, shall be construed to include all of those genders. By the use of either the masculine or feminine gender,
40 it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by
41 reason of sex

42
43 **ARTICLE 6 UNION RELEASE TIME**

44
45 **Section 6.1. Union Business.** The Union representative or his designee shall be granted time off without loss of
46 pay or benefits up to a maximum of fifty-six (56) hours per year for the duration of this Agreement to perform
47 Union functions. The Union representative may also serve as the Grievance Chairman and serve on the
48 Labor/Management Committee.

1
2 **Section 6.2. Conditions of Release.** As a condition for the use of release time under Section 6.1 hereof, the Union
3 representative shall provide a written request to the Chief of Police, in advance of the date upon which he or his
4 designee desires, to utilize any release time.

5
6 **Section 6.3. Conventions.** The Union representative or his designee shall be granted time off without loss of pay or
7 benefits to attend the annual State Convention. Such release time shall be requested in writing fourteen (14) days
8 in advance. The Chief shall not withhold permission for the utilization of release time hereunder except in the
9 event of an emergency. Released time under this Section 6.3 shall be charged to the 56-hour allotment under
10 Section 6.1 above.

11
12 **Section 6.4.** The Grievance Chairman or his alternate shall be granted released time to attend one grievance
13 seminar per calendar year to develop appropriate skills. Release time under this Section 6.4 shall be charged to
14 the 56-hour allotment under Section 6.1 above.

15
16 **Section 6.5.** The Grievance Chairman shall be released from his normal duties, upon approval of his supervisor,
17 to participate in his grievance-related duties without loss of pay or benefits. Such approval will not be unreasonably
18 withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits
19 within which a grievant must appeal his grievance or have it heard. The Grievance Chairman shall notify his
20 supervisor in advance of such duties.

21
22 **ARTICLE 7 NO STRIKE / NO LOCKOUT**

23
24 **Section 7.1. No Strike.** Inasmuch as this Agreement provides machinery for the orderly resolution of all
25 grievances, including resolution by an impartial third party, the City and the Union recognize their mutual
26 responsibility to provide for uninterrupted services to the citizens of Logan.

27
28 Therefore, the Union agrees that neither it, its officers, agents, representatives, or any employees covered by this
29 Agreement, will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the
30 duration of this Agreement. When the City notifies the Union by telephone, verified by certified mail, that any
31 employee covered by this Agreement is engaged in any strike activity, the Union will notify striking employees that
32 they are required to return to work and, if they refuse, they become subject to the provisions of Section 4117.01
33 of the Ohio Revised Code.

34
35 **Section 7.2. No Lockout.** The City agrees that neither it, its officers, agents, or representatives, individually or
36 collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union as a result of a
37 labor dispute with the Union, provided the Union members are not in violation of Section 7.1 of this Article.

38
39 **ARTICLE 8 GRIEVANCE PROCEDURE**

40
41 **Section 8.1. Purpose.** The City, the Union, and the bargaining units recognize that in the interest of effective
42 personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial, and
43 fair processing of their grievances.

44
45 Every employee shall have the right to present his grievance in accordance with the procedures provided herein,
46 free from any interference, coercion, restraint, discrimination, or reprisal. All parties agree that grievances will be
47 kept confidential, to the extent allowed by the law except where the parties agree otherwise.

1 It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the
2 lowest step of this procedure.
3

4 **Section 8.2. Grievance Defined.** A grievance is any unresolved question or dispute concerning the interpretation
5 and application of this Agreement.
6

7 **Section 8.3. Qualifications.** A grievance can be initiated by the Union or any aggrieved bargaining unit member.
8

9 **Section 8.4. Representatives.** The Union may designate not more than one (1) grievance representative per unit.
10 From among these grievance representatives, the Union may appoint a Chairman. The Union shall notify the
11 Chief in writing of the names of the grievance representatives and the Grievance Chairman within thirty (30) days
12 of their appointment.
13

14 The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance
15 Chairman in the absence or unavailability of the Grievance Chairman shall include the following:

- 16 A. Representing the employee in investigating and processing grievances;
- 17 B. Replacing a grievance representative who is absent or unavailable;
- 18 C. General supervision and coordination of grievances in process on behalf of the Union and of grievance
19 representative; and
- 20 D. Act as liaison between the Employer's representatives and the Union on matters concerning grievances
21 and this Agreement.
22

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

- 25 A. All written grievances shall include: the name and position of the grievant; the identity of the provisions
26 of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving
27 rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known
28 to the grievant; and an explanation of facts and the redress sought by the grievant.
- 29 B. Each decision shall be transmitted to the grievant in writing. All decision appeals shall be rendered in
30 writing at each step of the grievance procedure.
- 31 C. If a grievance affects a group of employees working in different locations, with different principals, or
32 associated with an Employer-wide controversy, it may be submitted at Step 2.
- 33 D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to
34 discuss the matter informally with any appropriate member of the Administration and having said matter
35 informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent
36 with the terms of this Agreement.
- 37 E. A grievant may, at his discretion, be accompanied at all formal steps of the grievance procedure by a
38 representative of the Union. However, the City shall notify the Union of a grievance filed by a grievant who
39 does not desire to be accompanied by a Union representative.
- 40 F. Witnesses for either party may be requested to attend any formal step of this procedure. If the witness is
41 an on-duty employee, such employee may be called without loss of pay.
42

43 **Section 8.6. Time Limits.** Grievances shall be processed as expeditiously as possible.
44

45 If a decision of a grievance is not appealed within the time limits specified at any step of the procedure, the
46 grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
47

1 Failure at any step of these procedures to communicate the Administration's decision on a grievance within the
2 specified time limits shall automatically move the grievance to the next level.
3

4 To the end of encouraging thoughtful responses at each step, the grievant / Union and the Administration's
5 designated representative may mutually agree, at any step, to time extensions, but any such agreement must be in
6 writing and signed by both the parties. Similarly, any step in the grievance procedure may be skipped on any
7 grievance by mutual consent in writing.
8

9 All written grievances, notices of hearings, dispositions of grievances, and appeals shall be in writing and hand
10 delivered or mailed by certified mail, return receipt requested.
11

12 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair
13 and reasonable opportunity for all persons entitled to be present to attend.
14

15 **Section 8.7. Procedure.**
16

17 **Step 1 – Chief.** The dispute shall be reduced to writing by the grievant and presented as a grievance to the Chief or
18 his designee within ten (10) calendar days of the occurrence of the facts giving rise to the grievance. The Chief
19 or his designee shall convene a hearing within ten (10) calendar days of the receipt of the grievance. The Chief
20 shall give his answer in writing within ten (10) calendar days of the meeting.
21

22 **Step 2 – Safety Director.** If the grievant is not satisfied with the written decision at the conclusion of Step 1, a
23 written appeal of the decision may be filed with the Safety Director within ten (10) calendar days from the date
24 of the rendering of the decision at Step 1. The Safety Director or his designee shall convene a hearing within ten
25 (10) calendar days of the receipt of the appeal. The Safety Director, or his designee, shall issue a written decision
26 to the employee and his representative, if any, within the above ten (10) calendar days of the hearing.
27

28 **Step 3 – Mayor.** Within ten (10) calendar days, the employee shall refer the grievance and all relevant material
29 concerning the grievance to the Mayor, who shall convene a meeting between himself, the grievant, the steward,
30 or other representative designated by the Union, the Director and such witnesses as may be deemed appropriate
31 by the parties within ten (10) calendar days of receipt of the grievance. The Mayor shall respond to the grievance
32 in writing within ten (10) calendar days of the hearing.
33

34 **Step 4 – Arbitration.** If the Mayor fails to provide a written response in Step 3, or if the grievant is not satisfied
35 with the Mayor's response, the Union is entitled to proceed to arbitration. A written notice to proceed to arbitration
36 must be presented to the Mayor no later than twenty-one (21) calendar days after either 1) the date of Mayor's
37 response, or 2) the date the Mayor's response was due, whichever is later.
38

39 Within ten (10) calendar days, the parties will confer to attempt to mutually agree upon an arbitrator, if such
40 agreement is not reached, the parties will promptly request the American Arbitration Association (AAA) to submit
41 a panel of 15 Ohio arbitrators and will choose one (1) by the AAA procedures.
42

43 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms
44 of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any
45 award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator
46 shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of
47 the parties.
48

1 The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no authority to decide
2 any other issue(s) not submitted or opinions which are not directly essential in reaching his decision.
3

4 The questions of arbitrability of a grievance may be raised by either party before the arbitration hearing of the
5 grievance, on the ground that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question
6 to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator
7 determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits.
8

9 Hearings shall be conducted pursuant to AAA.
10

11 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other
12 expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses
13 incurred by the other party.
14

15 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary, shall
16 attend without the necessity of a subpoena. Any request made by either party for the attendance of witnesses shall
17 be made in good faith.
18

19 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date
20 the record is closed unless a time extension is mutually agreed. The decision of the arbitrator shall be final and
21 binding upon the parties.
22

23 **Section 8.8. Miscellaneous.**

- 24 A. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect,
25 or by permitting the time requirements at any step to lapse without further appeal.
26 B. No employee may be represented in this grievance procedure by any union organization other than the
27 OPBA or its affiliates.
28 C. No records, documents, or communications concerning a grievance shall be placed in the personnel file
29 solely because an employee participated in this procedure.
30 D. A disciplinary grievance involving loss of pay, demotion, or termination will be submitted at step 3 of the
31 grievance process thereby bypassing the earlier steps, by providing written notification from the Union or
32 its designated representatives within ten (10) calendar days of the written notice of disciplinary action.
33

34 **ARTICLE 9 INVESTIGATIONS, DISCIPLINE, AND PERSONNEL FILES**
35

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

- 40 A. A bargaining unit member who is to be questioned as a subject in an investigation shall be informed of the
41 nature of this investigation prior to any questioning and shall be informed to the extent known at that time
42 whether the investigation is focused on the member for a potential disciplinary charge.
43 B. Any interrogation, questioning or interviewing of a bargaining unit member will be conducted at hours
44 reasonably related to his shift, preferably during his working hours. Interrogation sessions shall be for
45 reasonable periods of time, and time shall be allowed during such questioning for attendance to physical
46 necessities.
47 C. When a citizen files a complaint against a bargaining unit member, such complaint(s) shall be reduced to
48 writing, and signed by said citizen, and a copy provided to the affected employee(s) before a formal inquiry

1 into the complaint is initiated. In the event that a citizen declines to sign a complaint, formal inquiry may
2 be made which shall be considered an anonymous complaint.

- 3 D. When an anonymous complaint is made against an employee and, if after an investigation, there is no
4 corroborative evidence of any kind, then the complaint shall be classified as unfounded, and no further
5 action will be taken.
- 6 E. Either party may make audio tapes of interrogation sessions should they so desire. However, neither party
7 is required to make tapes, and unavailability of taping equipment or the inability of either party to make
8 audio tapes, shall not serve as a basis for postponement of interrogation sessions.
- 9 F. Before an employee may be charged with insubordination for failure to answer questions or for failure
10 to participate in an investigation, he shall be advised that such conduct, if continued, may be the basis
11 for such a charge.
- 12 G. Any employee who has been under investigation shall be informed, in writing, of the outcome of the
13 case at the conclusion of the investigation. Formal disciplinary action shall be commenced within forty-
14 five (45) days of the City's knowledge of the most recent occurrence, unless mutually extended by the
15 parties. However, when there is an actual criminal investigation the period for commencing
16 administrative charges shall not commence until the disposition of the criminal charges. However, a
17 criminal investigation shall not preclude the City from taking administrative disciplinary action.
- 18 H. The City shall not, in the course of an investigation, obtain evidence through the use of threats, coercion,
19 or promises.
- 20 I. A bargaining unit member shall not be required to take a polygraph examination.
- 21 J. Any employee who is to be questioned as a suspect in any investigation shall be advised of his Miranda,
22 Garrity, or other constitutional rights in accordance with the law.
- 23 K. The Employer's complaint form shall contain a statement that it is a criminal violation to knowingly
24 make a false complaint against a police officer's conduct (referring to ORC 2921.15) and that the
25 Employer may pursue criminal charges for such violations.

26
27 **Section 9.2. Discipline.**

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

1 **Section 9.3. Personnel Files.**
2

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

26 **ARTICLE 10 LABOR / MANAGEMENT MEETINGS**
27

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

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

- 37 A. Discuss the administration of this Agreement;
38 B. Notify the Union of changes made by the City which may affect bargaining unit members;
39 C. Discuss grievances which have not been processed beyond the final step of the grievance procedure
40 when such discussions are mutually agreed to by the parties;
41 D. Disseminate general information of interest to the parties;
42 E. Give the Union representative the opportunity to share the view of its members and/or make
43 suggestions on subjects of interest to its members;
44 F. Discuss ways to improve efficiency and work performance; and
45 G. Consider and discuss health, safety, and training matters.
46

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

1
2 Written responses promised by the City or Union representative during such meetings to items raised by the City
3 or Union representatives will be submitted to the other party representative who attended such meeting within five
4 (5) calendar days after such meeting unless the parties mutually agree to a time extension. The City or Union may
5 submit a written report as a result of such meetings.
6

7 **ARTICLE 11 SENIORITY, LAYOFF AND RECALL**
8

9 **Section 11.1. Seniority List and Definition of Seniority.** A seniority list for the bargaining units shall be kept by
10 the City and shall be updated yearly. A copy shall be available for inspection in a location designated by the
11 Director.
12

13 Seniority for purposes of this Agreement is defined as the total time an employee has in their classification/rank.
14 Employees who are separated from employment as a result of a termination that was not subsequently rescinded
15 or overturned, a non-disability retirement, or a resignation shall not be credited with past seniority upon re-
16 employment.
17

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

26 **Section 11.3. Layoff.** The City shall determine in which classifications layoffs will occur and layoffs of bargaining
27 unit employees will be by classification. Employees shall be laid off within each classification in order of seniority
28 beginning with the least senior and progressing to the most senior with respect to employees who began work on
29 the same day, their respective appointment times shall determine seniority listing.
30

31 All temporary, intermittent, part-time, and seasonal employees of the Department will be laid off before members
32 of the bargaining units.
33

34 **Section 11.4. Rights.** Police Officers with the rank above Patrol Officer will have the right to bump into the lower
35 Patrol Officer classification, if their seniority, as defined by their original date of appointment to the lower
36 classification, qualifies them to do so.
37

38 **Section 11.5. Recall.** When employees are laid off, the City shall create a recall list for each classification. The
39 City shall recall employees from layoff within each classification as needed. The City shall recall such employees
40 according to seniority, beginning with the most senior employee in the classification and progressing to the least
41 senior employee, up to the number of employees to be recalled. An employee shall be eligible for recall for a
42 period of two (2) years after the effective date of the layoff.
43

44 When the City recalls persons from the list, they shall be recalled to their previous classification, but not
45 necessarily to the shift on which they were working when laid off.
46

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

1
2 **Section 11.6. Recall Notification.** Notice of recall shall be sent to the employee, by certified mail, with a copy to
3 the Union. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail,
4 return receipt requested, to the last address provided by the employee.

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

8
9 **Section 11.7. Time Limits.** The recalled employee shall have fourteen (14) calendar days following the date of
10 mailing of the recall notice to notify the City of his intention to return to work and shall have thirty (30) calendar
11 days following the mailing date of the recall notice in which to report for duty, unless a different later date for
12 returning to work is otherwise specified in the notice.

13
14 **Section 11.8. Probationary Period.** Recalled employees shall not serve a probationary period upon reinstatement,
15 except those employees serving a probationary period at layoff shall be required to finish such probationary period.

16 **ARTICLE 12 RULES AND REGULATIONS**

17
18
19 **Section 12.1. Rules and Regulations.** The City agrees that a current copy of the Rules and Regulations of the
20 Police Department shall be available and/or furnished to all members of the bargaining units in written/hard copy
21 or electronic form.

22
23 To the extent possible, the City agrees that amendments to the Rules and Regulations shall be provided to all
24 members of the bargaining unit in written form seven (7) calendar days in advance of their implementation. The
25 Union or any member of the bargaining unit may request a meeting of the Labor/Management Committee to seek
26 clarification or to present alternative viewpoints with respect to such amendments.

27
28 The Rules and Regulations shall be applied and interpreted consistently by the City and may not violate any
29 provision of this Agreement.

30
31 Nothing contained in this Article shall be construed in any manner as a limitation of the City's right to alter its
32 work rules, policies, or directives.

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

34
35
36 **Section 13.1. Safety Policy.** The City agrees to maintain in safe working condition all facilities, vehicles, and
37 equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to
38 determine what those facilities, vehicles, and equipment shall be. The Union agrees to work cooperatively in
39 maintaining safety in the Logan Police Department.

40
41 **Section 13.2. Safe Equipment.** The City agrees to discuss safety conditions and practices with the employees and
42 the Union. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and
43 for properly using and caring for facilities, vehicles, supplies, and equipment provided by the City.

44
45 **Section 13.3. Training.** The City agrees to supply training, equipment, and materials for such training as is required
46 by the State or City as a condition of employment The City will provide a minimum of twelve (12) hours of training
47 per year for all members.

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

4 **Section 13.5** Fiscal Year. For purposes of this Agreement the term “fiscal year” will mean the pay periods that
5 are paid in the calendar year, i.e., a year as reckoned for taxing or accounting purposes.
6

7 **ARTICLE 14 HOURS OF WORK AND OVERTIME**
8

9 **Section 14.1. Intent.** This Article is intended to define the hours of a workday, hours of workweek, and to define
10 the basis for the calculation of overtime. In the case of a publicly declared emergency, e.g., a natural disaster or
11 state of civil disorder, declared by the Mayor of Logan, schedules, staffing, and leave requests may be altered or
12 allocated to effectively respond to the emergency. This may include modifications to schedules and cancellation
13 of requested leaves. This shall not result in the reduction of an employee’s hours in a workweek.
14

15 Upon written request of the Union, the City will meet within a reasonable time, given the circumstances of the
16 emergency, to discuss the schedule, leave requests, and staffing alterations and allocations as well as the expected
17 length of the emergency and alternate means to address the emergency. Any modifications made pursuant to this
18 section shall not exceed thirty (30) days from the date of the declaration.
19

20 **Section 14.2. Workday and Workweek.** A workday shall consist of eight (8) consecutive work hours during a
21 scheduled work shift. Except to accommodate changes of shifts or days off, a workweek shall consist of five (5)
22 workdays and two (2) consecutive days off.
23

24 **Section 14.3. Overtime.** All hours worked in excess of eight (8) hours in one (1) day, or forty (40) hours in one
25 (1) week, shall be paid at one and one-half (1-1/2) times the employee’s regular straight-time hourly rate, plus
26 shift differential if applicable.
27

28 The workweek shall be computed between 12:01 a.m. on Monday of each calendar week and 12:00 midnight the
29 following Sunday. Employees may not be rescheduled after the start of the workweek for the purpose of avoidance
30 of overtime.
31

32 Time worked on the first or second consecutive regular days off due to work schedules being changed at the
33 request of the member or trading days off by mutual consent of members, is not subject to premium rates.
34

35 The words “hours worked” as used in this Section shall include all hours during which the member is in paid
36 status.
37

38 **Section 14.4. Call-In Pay.** “Call-in” occurs when a supervisor specifically requests an employee to return to work
39 after completion of his regular schedule, but before he is scheduled to return to work.
40

41 Employees called in, at a time disconnected to their regularly scheduled hours of work, shall be paid at one and
42 one-half (1-1/2) times the member’s regular rate for the time worked, but no less than three (3) hours for such
43 call-in.
44

45 Meal Allowance. Employees on call-in or overtime status required to work four (4) or more hours shall be paid
46 a meal allowance of Four Dollars (\$4.00) for each four (4) hours worked.
47

1 **Section 14.5. Court Time.** For each court appearance required as a result of City employment and at a time
2 disconnected to their regular scheduled hours, while off duty, employees shall be paid at one and one-half (1-1/2)
3 times the regular hourly rate for the actual hours at court, but no less than three (3) hours for such appearance.
4

5 **Section 14.6. Overtime Opportunities.** Except for specialized assignments (i.e., School Resource Officer, Special
6 Response Team, Investigator) overtime opportunities for Patrol Officers and Lieutenants shall be governed by
7 Section 14.11. All overtime opportunities approved by the Employer in the classification of Dispatcher shall be
8 offered first to all full-time Dispatchers on an equalized basis; then to part-time Dispatchers; then to Patrol Officers
9 of this agreement; then to the Communications Supervisor; and then to Lieutenants of this agreement. The number
10 of part-time Dispatchers shall not exceed two (2). Each part-time Dispatcher shall not be permitted to work more
11 than thirty-two (32) hours a week.
12

13 **Section 14.7. Pyramiding.** There shall be no pyramiding of premium pay.
14

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

19 Employees may accumulate compensatory time up to 120 hours in a fiscal year. An employee's compensatory
20 time bank shall not exceed 120 hours at any one time. Any hours over this limit will be paid at the overtime rate
21 at which was earned. When an employee dies while in paid status in City service, any unused compensatory time
22 to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased. Compensatory
23 time shall be paid at separation of employment. Additionally, compensatory time can be cashed-in once per
24 calendar quarter at the employee's option, to be paid at the time of the last pay period in March, June, and
25 September, and the first pay in December.
26

27 **Section 14.9. Detective Hours.** Employees assigned to detective work may be required to work variable hours,
28 but all other Sections of this Article shall apply.
29

30 **Section 14.10. Shift and/or Days Off Change.** Any employee who desires to change shifts or days off (or both)
31 during a calendar year may submit a memorandum to the Chief specifying the shift or days off that the employee
32 desires to transfer to. Such requests shall be granted on the basis of seniority up to twice per calendar year. No
33 employee may be bumped from shift or days off more than twice per calendar year. Any involuntary change
34 (bump) must have a minimum 2 full pay period notice.
35

36 In addition,, two (2) employees may individually agree to alter their shifts and/or days off by trading shifts and/or
37 days off at any time with the prior approval of the Chief. The Chief may deny a request for a shift and/or days
38 off trade or change for operational reasons. However, the Chief may not deny a shift and/or days off trade or
39 change for arbitrary and/or capricious reasons.
40

41 This section and provision is not intended to prevent the Chief from reasonably stationing or assigning personnel.
42

43 Shift changes or trades shall be coordinated with payroll dates to avoid overtime expense.
44

45 **Section 14.11. Overtime Procedure.** Overtime will be offered first to the person who has worked the least amount
46 of overtime for the year.
47

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

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

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

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

ARTICLE 15 COMPENSATION: WAGES, LONGEVITY, SUPPLEMENTS

Section 15.1. Wages. Base wage rates shall be as forth in the Appendix.

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

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

Longevity Supplement. In addition to the above wages, a longevity supplement will be paid for service with the City of Logan Police Department according to the scale below. Such longevity supplement shall become effective the first full pay period following the required years of service. Longevity supplement shall be included in the base salary for the purpose of the calculation of overtime:

	<u>Longevity Scale</u>	
<u>Years of Service</u>		<u>Hourly Rate of Pay</u>
3, 4, 5		\$.45
6, 7, 8		\$.60
9, 10, 11		\$.75

12, 13, 14	\$.90
15, 16, 17, 18, 19	\$1.05
20 and above	\$1.20

Employees as of 8/8/2022 in bargaining units covered by this CBA shall be granted additional longevity service credit for full-time (or pro-rated part-time) service as a certified peace officer or law enforcement dispatcher. The method of credit shall be as described in the lateral hire article. Employees shall be responsible for submitted prior service documentation with credit applied prospectively.

Field Training Officer. All employees serving in the capacity of Field Training Officer shall be compensated an additional One Dollar (\$1.00) per hour for the hours worked as a Field Training Officer.

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

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

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

Section 15.2. Pay Rates Due to Personnel Actions.

- A. **Demotion – Disciplinary.** Whenever an Officer is demoted for disciplinary reasons, he shall be paid at the top step in the lower range.
- B. **Demotions – Voluntary.**
 - 1. Whenever an Officer with permanent status requests and is granted a voluntary demotion, his rate of pay shall be at the maximum rate of the pay range for the position in the lower class.
 - 2. Whenever an Officer is laid off due to lack of funds or lack of work in one (1) classification and is entitled to automatic demotion to a lower classification where he previously held permanent status, the salary of the Officer shall be established in the manner prescribed above.
- C. **Re-Appointment.** Whenever an Officer is reappointed to a position in a class where he previously held permanent status, his rate of pay shall be in the step in the range at which he was paid at the time of his separation.
- D. **Return From Military Time.** Whenever an Officer returns from military time, he shall be restored in his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increases to which he would have been entitled had he not entered military service.

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

1 **ARTICLE 16 SHIFT DIFFERENTIAL**

2
3 **Section 16.1. Shift Differential Pay Rates.** Shift differential pay is Forty Cents (\$.40) per hour.

4
5 **Section 16.2. Eligibility.** Shift differential pay shall be paid for all hours worked between 2:00 p.m. and 6:00
6 a.m. for patrol officers and lieutenants; and between 3:00 p.m. and 7:00 a.m. for dispatchers.

7
8 The parties recognize that such pay differential applies to all hours worked outside those of day shift. Should
9 day shift hours be modified, such modification shall be recognized by this section such that the shift differential
10 shall only be paid for hours worked outside such modified day shift.

11
12 Current day shift special assignments whose day shift hours do not comport to the day shift hours recognized in
13 the above stated paragraph shall be paid shift differential for all hours worked outside that employee’s regularly
14 scheduled day shift. This includes SROs and Detective positions.

15
16 **Section 16.3. Method of Payment.** Shift differential pay shall be paid for hours worked during a workday. If shift
17 differential pay is applicable, under the terms of this Article, to an eight (8) hour workday, and authorized
18 overtime occurs in conjunction with the regular eight (8) hour workday, the shift differential shall be paid for
19 each hour of overtime worked. Shift differential pay shall be added to the hourly rate prior to computing the
20 overtime rate. Shift differential pay is not applicable to court appearance time but is applicable to hours worked
21 when called back to duty if the member otherwise qualifies for the shift differential pay. Shift differential pay will
22 be paid on a bi-weekly basis and will not be cumulative under any circumstances.

23
24 **ARTICLE 17 SICK LEAVE BONUS**

25
26 **Section 17.1. Bonus Schedule.** Each employee shall earn a bonus for non-use of sick leave based on the following
27 schedule:

28	8 hours or less of use	\$300.00
29	16 hours or less of use	\$200.00
30	24 hours or less of use	\$100.00
31	More than 24 hours of use	\$ 0.00

32
33
34 **Section 17.2. Payment.** Payment shall be based on the use of sick leave during the pay periods of a fiscal year
35 and shall be paid in the pay period that includes January 20th of the following year.

36
37 **ARTICLE 18 HOLIDAYS**

38
39 **Section 18.1. Holidays.** The following are designated as paid holidays as established by the City:

- | | | |
|----|------------------------|------------------|
| 40 | 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 |
| | Independence Day | |

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

3
4 Employees regularly scheduled to work on a holiday shall receive their regular rate of pay for that day plus time and
5 one-half (1-1/2) for all hours worked up to and including eight (8) hours.

6
7 Employees who work overtime on a holiday shall receive two and one-half (2-1/2) times their regular hourly rate
8 of pay for all hours worked over eight (8) hours.

9
10 To be eligible for holiday pay, an employee must be in a pay status on both the regularly scheduled workday
11 preceding and the regularly scheduled workday following the holiday.

12
13 When an employee who is scheduled to be off on a holiday is called in on the holiday, the employee shall receive
14 the additional day's pay in recognition of the holiday and shall receive two and one-half (2-1/2) times the regular
15 hourly rate of pay for all hours worked that holiday.

16
17 **ARTICLE 19 PERSONAL LEAVE DAYS / POLICE MEMORIAL DAY**

18
19 **Section 19.1. Personal Leave Days.** In addition to any other paid release time, employees shall receive four (4)
20 days (32 hours) of personal leave with pay which will be posted in the first pay period of a fiscal year for use after
21 posted, upon request, with approval by the employee's supervisor, provided the request for personal time is
22 received by the supervisor at least eight (8) hours in advance of the date requested. At his discretion, the Chief
23 (or his designee) may waive the eight (8) hour notice requirement. Personal leave will not carry over to the next
24 fiscal year.

25
26 Persons hired after January 1 of a calendar year shall receive personal leave credit prorated monthly, posted in
27 the first full pay period after date of hire.

28
29 **Section 19.2. Police Memorial Day.** In addition to the above personal time all bargaining unit members shall
30 receive one (1) day (8 hours) personal time for National Police Memorial Day celebrated on May 15. The Police
31 Memorial Day will be posted with the personal leave and used as personal leave.

32
33 **ARTICLE 20 VACATION**

34
35 **Section 20.1. Amount of Vacation.** Full Time employees covered by this Agreement shall be entitled to vacation
36 in accordance with the following schedule for employment with the City or as otherwise provided in this
37 Agreement:

- 38 A. One (1) day per month for one (1) to four (4) years of employment.
39 B. One and one-third (1-1/3) days per month for more than four (4), but less than eight (8), years of
40 employment.
41 C. One and one-half (1-1/2) days per month for eight (8), but less than twelve (12), years of
42 employment.
43 D. Two and one-twelfth (2-1/12) days per month for twelve (12), but less than sixteen (16), years of
44 employment.
45 E. Two and one-quarter (2-1/4) days per month for sixteen (16), but less than twenty (20), years of
46 employment.
47 F. Two and one-half (2-1/2) days per month for twenty (20) years or more of employment.
48

VACATION ACCRUAL	
Years of Service	Hours per Pay
0-3	3.69
4-7	4.92
8-11	5.54
12-15	7.69
16-19	8.31
20+	9.23

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

No more than three hundred (300) hours vacation may be carried over into a new fiscal year except for inability to schedule vacation due to illness, injury, or for the City's convenience

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

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

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

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

Section 20.4. Additional Considerations.

- A. At the end of each fiscal year, a member in full-time status shall be paid for any vacation balances in excess of maximums fixed by this Article.
- B. A member in full-time status who is to be separated from City employment through removal, resignation, retirement, or layoff and who has unused vacation leave to his credit, shall be paid in a lump sum for such vacation leave after his last day of active service with the City.
- C. When a member dies while in paid status during City employment, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
- D. Employees shall be required to take at least five (5) days of their vacation on five (5) consecutive days. Any employee who takes vacation time of five (5) days or more shall be able to do so in conjunction with his regular days off.
- E. Vacation leave may be taken in multiples of one-half (1/2) day up to thirty (30) consecutive workdays.

- 1 F. More than one (1) bargaining unit member may be on vacation leave at a time.
- 2 G. No more than thirty (30) days of vacation may be carried over into a new fiscal year, except for inability
- 3 to schedule vacation due to illness, injury, or for the City's convenience.
- 4 H. After an employee has taken ten (10) days (80) hours vacation in a vacation year, the employee may be
- 5 paid for additional earned vacation at his straight time hourly rate.

6
7 Upon the completion on each pay period, the City shall provide to each employee the number of hours of accrued
8 sick leave and accrued vacation time to date.

9
10 **ARTICLE 21 LEAVES: INJURY; SICK; FUNERAL; MILITARY; UNPAID; WORKER'S**
11 **COMPENSATION; DISABILITY SEPARATION; ETC.**

12
13 **Section 21.1. Injury Leave.** When an employee sustains an injury while on duty, and acting non-negligently in
14 the line of duty, the employee shall make an application for and actively prosecute claims under the Workers'
15 Compensation laws of the State of Ohio. During the application period, the employee shall be placed on paid
16 injury leave.

17
18 If the application for benefits is not favorably considered, the employee shall revert to sick leave status if eligible.
19 If the application is favorably considered, the employee shall receive the difference between the employee's regular
20 rate of pay and the benefits received under Workers' Compensation.

21
22 The total amount of injury leave payable to an employee shall not exceed forty-five (45) working days' base pay.
23 The City may, at its discretion, extend the period of the injury leave. After expiration of injury leave, the
24 difference between the employee's regular rate of pay and benefits received under Workers' Compensation shall be
25 charged to sick leave, if any exists.

26
27 If the employee is still unable to return to work at the expiration of Workers' Compensation benefits, he shall revert
28 to full sick leave status if he has sick leave accrued.

29
30 The limitations imposed on injury leave shall be considered as limitations on leave granted as a result of each
31 incident of service-connected accident.

32
33 **Section 21.2. Sick Leave.** Employees shall be permitted to use sick leave for the following reasons, which shall
34 be approved by the Chief of Police:

- 35
36 A. Illness of the employee or illness of the employee's immediate family requiring the assistance of
- 37 the employee.
- 38 B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing
- 39 the health of the employee or the health of others.
- 40 C. Medical, dental, or optical examinations or treatment of the employee.
- 41 D. Childbirth and/or related medical conditions of the employee or which require the assistance of
- 42 the spouse for a period of up to three (3) days.
- 43 E. Injury of the employee after "Injury Leave" has expired.

44
45 An employee requesting sick leave shall cause notification to his/her immediate supervisor or other designated
46 person, of the fact and the reason, one (1) hour prior to the time he/she is scheduled to report to work on each day
47 of absence, unless other arrangements have been made with the supervisor.

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

3
4 For each completed eighty (80) hour pay period in active pay status, an employee earns four and six-tenths (4.6)
5 hours of sick leave to a maximum of 120 hours sick leave accumulated in a fiscal year. (Active pay status shall
6 be defined as hours worked, hours on approved paid leave, and hours on paid sick leave). The amount of sick leave
7 shall be charged in minimum units of one-half (½) hour. Employees absent on sick leave shall be paid at the regular
8 rate.

9
10 Employees who transfer between departments, agencies, or from other public employment, or who are reappointed
11 or reinstated within ten (10) years of prior public service employment will be credited with the unused balance of
12 sick leave.

13
14 Employees retiring under a State-regulated retirement system shall receive payment at the time of separation, for
15 accrued but unused sick leave on the basis of one (1) day's pay (8 hours) for each four (4) days (32 hours) of
16 accrued sick leave, not to exceed sixty (60) days' pay, or four hundred and eighty (480) hours.

17
18 For the purposes of this Section, immediate family is defined as spouse, child, mother, father, foster parent or
19 guardian, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law,
20 stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, half-sister, or any dependent
21 person living in the same household on a continuous basis.

22
23 Upon approval from the Safety/Service Director or designee, an employee may contribute up to two (2) days (16
24 hours) of accumulated sick leave to another bargaining unit employee provided no employee may receive more
25 than ten (10) days (80 hours) of such contributed leave. Such donated leave may only be donated when the
26 recipient has exhausted all paid leaves.

27
28 The use of sick leave with approved Family Medical Leave shall not be included in determining the Sick Leave
29 Bonus.

30
31 **Section 21.3. Funeral Leave.** Upon the death of any spouse, child, stepchild, parent, stepparent, mother-in-law,
32 or father-in-law, of an employee, the employee may take five (5) days funeral leave with full pay for the purpose
33 of making funeral arrangements and attending the funeral. Upon the death of any son-in-law, daughter-in-law,
34 brother, sister, half-brother, half-sister, stepbrother, stepsister, grandparent or grandchild of an employee, the
35 employee may take three (3) days funeral leave with full pay for the purpose of making funeral arrangements and
36 attending the funeral.

37
38 Funeral leave must be approved by the Safety-Service Director or designee.

39
40 **Section 21.4. Military Leave.** Permanent employees shall receive military leave in accordance with applicable
41 state and federal law.

42
43 **Section 21.5. Leave of Absence.** Personal leave of absence without pay for personal reasons or because of
44 extended illness may, in the discretion of the City, be granted upon request for periods not to exceed two (2) years,
45 if no paid leave is available.

1 Upon return from a leave, the employee must be fit for duty. The employee will be reinstated to his former credit;
2 however, time spent on leave shall be considered in determining length of service for purposes where seniority is
3 a factor in granting privileges under this Agreement.

4 If there is a first-time fitness for duty examination required by the City, the employee, at their expense, may
5 request a second opinion on the validity of certification. Should a conflict arise between the opinions of the two
6 (2) health care providers, a third opinion will be sought. The third opinion will be provided by a health care
7 provider mutually agreeable to the employee and the Employer. The expense of a third opinion will be paid by
8 the Employer.

9
10 **Section 21.6. Jury Duty Leave.** A bargaining unit member, while serving upon a jury in any court of record, will
11 be paid at his/her regular salary for each of his/her workdays during the period of time so served. Time so served
12 shall be deemed active and continuous service for all purposes. Any juror fees paid to the employee shall be
13 remitted to the City.

14
15 **Section 21.7 Examination Leave.** Time off with pay shall be allowed to bargaining unit members to take
16 promotional Civil Service tests or to take a required examination. The leave shall be pertinent to their City
17 employment.

18
19 **Section 21.8. Parental Leave.** Each permanent full-time Employee that is the biological parent of a newly born
20 child or the legal guardian of and resides in the same household as a newly adopted child, will be eligible for Parental
21 Leave. Parental Leave of absence shall begin on the day of the birth of a child or on the day which custody of a
22 child is taken for adoption placement by the prospective parents. Employees receiving parental leave may utilize
23 available sick leave, personal leave, vacation leave or compensatory time balances in an amount sufficient to give
24 them up to one hundred (100%) percent of their total rate of pay for the time on parental leave. Parental Leave
25 under this section shall be for a maximum of six (6) weeks. Use of Parental Leave does not prohibit an employee
26 from taking leave under the “Family Medical Leave Act of 1993” 29 U.S.C.A. 2601, et seq., except that Parental
27 Leave shall be included in any leave time provided under the Family Medical Leave Act.

28
29 **Section 21.9. Limited Duty for Workers’ Compensation Claim.** The Chief may assign an employee to a limited
30 duty assignment when the employee’s medical condition does not permit the employee to perform all of the
31 employee’s job duties. The Chief will make a limited duty assignment only to duties within the Police Division
32 when he determines that there is work available which is within the abilities of the restricted employee. Such limited
33 duty assignments will be temporary and will not exceed the time required to perform the available work.

34
35 **Section 21.10. Disability Separation.** Notwithstanding any other provisions of this Agreement, an employee
36 suffering a work-related or a non-work-related injury that renders him/her unable to perform the essential
37 functions and duties of his/her position may be considered for the Employer’s transitional work program on a
38 case-by-case basis or may be disability separated. Employees shall be afforded a pre-deprivation meeting prior to
39 a proposed disability separation and an employee who is disability separated may grieve a disability separation
40 and/or application for reinstatement at the arbitration step of the grievance procedure.

41
42 **ARTICLE 22 UNIFORM AND EQUIPMENT ALLOWANCE**

43
44 **Section 22.1. Initial Issue.** Upon beginning employment with the City, an employee shall have been furnished the
45 basic uniforms and equipment (for all the employees required to wear same) according to the schedule in Section
46 22.3. Articles of clothing become property of the City and must be turned in when an employee is separated from
47 City service. Failure to do so shall result in the value of the missing items being withheld from the employee’s
48 separation pay. The City shall have the right to determine the supplier of uniforms and equipment.

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

Patrol Officers, Lieutenants, and plain clothes officers:

- Each January \$400.00.
- Each July \$400.00.
- Annual Allowance \$800.00

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

Dispatchers and Clerks:

- Each January \$300.00.
- Each July \$300.00
- Annual Allowance \$600.00

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

Section 22.3. Uniform Schedule.

Police Officers:

- | | |
|-------------------|-----------------------|
| Pants (5 total) | Shirts (5 total) |
| Tie | Shoes |
| Boots | Jacket |
| Hat, Class A | Belt, Inner |
| Raincoat | Nameplate, Silver (2) |
| Badge Case | Breast badge (2) |
| Holster | Gloves |
| Mag Holder | Handcuffs (2) |
| Handcuff Case (2) | Belt Keepers |
| Taser Holster | ASP Baton |
| ASP Holder | Flashlight |
| Gun Light | Body Armor |
| Ticket Tin | Duty Bag |

Traffic Vest Hat Badge
Mourning Band Flashlight Pouch
Semi-Automatic Handgun Electronic Control Device
Gun Belt

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.

Section 23.5. Waiver of Coverage. The City shall pay any and all bargaining unit members two thousand dollars (\$2,000.00) for non-enrollment for a single plan and two thousand five hundred (\$2,500.00) dollars for non-enrollment in a family plan of the City's medical insurance. Waiver of coverage payment is paid retroactive and is prorated to the full months the employee waived coverage for which the employee was eligible. Payment shall be made in the pay period including the 20th of January.

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

ARTICLE 24 WORK OUT OF RANK

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

ARTICLE 25 TRAINING — TUITION REIMBURSEMENT

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

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

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

ARTICLE 26 COPIES OF THE AGREEMENT

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

ARTICLE 27 PROMOTIONS

Section 27.1. Announcement of Vacant or New Position. When, in the sole discretion of the Employer, it is determined that a new assignment or vacancy in a position included in a bargaining unit becomes available by reason of promotion, retirement, resignation or transfer, notice of such assignment availability shall be forwarded

1 to all units and conspicuously posted. All such notices will contain a complete description of the position to be
2 filled, including duties, working hours and any special qualifications that may be desired but not required. All
3 personnel who feel that they qualify for the assignment or vacancy are encouraged to submit a request to be
4 considered for transfer to the new assignment or vacant position. Notice of vacancies shall be posted for seven
5 (7) days prior to filling the position. This Article shall not apply to any position or rank not specifically included
6 in a recognized bargaining unit.

7
8 Nothing in this provision shall in any way control the right of the Police Chief to make a change in assignment or
9 to temporarily fill a vacancy; it is intended to provide a standardized method to be utilized prior to filling a
10 vacancy. If the Chief or his designee determines that it is appropriate to fill a vacated assignment immediately, he
11 may do so for a period not to exceed sixty (60) days to allow for the announcement and request procedure above
12 to be fulfilled before a regular assignment is made.

13
14 **Section 27.2. Promotions and Examination Procedure.** All promotions to a higher rank in a bargaining unit which
15 result in an increase in pay, or assignment to a higher pay range, shall be based upon merit and fitness as
16 determined by a competitive, promotional examination, which may include a structured interview.

17
18 The examination shall be work-related and prepared by a professional independent testing agency or organization
19 selected by the Employer, experienced in the preparation of examinations for police positions and paid for by the
20 Employer. The examination shall be administered and graded by the independent testing agency or organization.

21
22 An independent panel for a structured interview shall be coordinated by the independent testing agency or
23 organization and subject to the approval and payment by the Employer. One member of the panel shall be a
24 citizen of the City of Logan appointed by the Mayor. The Safety-Service Director shall also be a member of the
25 panel. Neither the City of Logan Chief of Police nor any City of Logan employee shall be permitted to sit on the
26 panel. The panel shall not include law enforcement personnel or former law enforcement personnel of any
27 political subdivision in Hocking County.

28
29 The panel shall conduct a structured interview of each applicant asking each applicant a set of previously prepared
30 job-related questions and/or conduct assessment exercises.

31
32 Sixty days prior to administration of the examination and structured interview, the Employer shall post on
33 Department bulletin boards, with a copy to the Union, the structure of the examination and structured interview,
34 the weight to be granted for each factor or part of the examination and structured interview, and the minimum
35 score required to successfully pass the examination and structured interview. Upon request from the Union, the
36 Employer agrees to meet and discuss the structure and weight factors prior to the administration of such.

37
38 In order to be eligible for a promotional examination, an applicant must have or will have completed three (3)
39 years of service in the immediately preceding rank prior to the date of promotion, except that lateral hire/transfer
40 police officers shall be eligible after two (2) years with the Department provided they have three (3) years'
41 experience (full or part time equivalent) as a police officer at the time of appointment.

42
43 **Section 27.3. Promotion Examination and Required Passing.** Promotions to such vacancy shall be by competitive
44 examination and structured interview as identified above. An employee must pass both the examination and
45 structured interview to be considered for promotion.

1 **Section 27.4. Selection for Promotion.** The panel shall provide the final ranking of the candidates after
2 considering the scores on the examination and the structured interview. The promotional provisions of this Article
3 shall only apply to promotions to the Lieutenant and other bargaining unit positions.
4

5 **ARTICLE 28 RETIREMENT**
6

7 Employees approaching retirement shall be presented with the badge worn during service to the community,
8 Department patch, service decoration and name plate or other appropriate remembrance shall be presented.
9

10 Retired employees shall be permitted to retain their Department credentials. The Employer may exercise the
11 option to stamp said credentials with the term "Retired."
12

13 Retired employees may retain one (1) complete set of the Department's formal uniform with all accessories.
14

15 Employees within twelve (12) months of retirement shall be allotted a maximum of two (2) workdays at
16 Department expense to travel to P.E.R.S. and the Police and Fireman's Disability Pension Fund and correlate
17 any retirement-related affairs. Verification of attendance may be required by the Employer.
18

19 In the event that the employee declines to retire, the time off shall revert to vacation, holiday compensatory
20 time, or any other personal leave.
21

22 **ARTICLE 29 DEATH OF A POLICE OFFICER OR BARGAINING UNIT MEMBER**
23

- 24 A. In the event of the death of a bargaining unit member during the line of duty, the surviving spouse, child,
25 parent or other appropriate family member shall be presented with the badge worn by the deceased
26 member. Department patch, service decoration and name plate or other appropriate remembrance shall
27 be presented. If the member did not wear a badge, some other appropriate remembrance shall be
28 presented to the appropriate family member.
- 29 B. If the deceased member's family requests an inspector's funeral, the Employer will provide a complete
30 uniform with all accessories provided.
- 31 C. The Employer will make all customary notifications to the police community via the normal and
32 customary channels.
- 33 D. Pall bearers and honor guard will be provided and assigned according to the family's wishes.
- 34 E. Surviving bargaining unit members will be authorized the wearing of mourning colors in accordance to
35 the following guidelines:
- 36 1. Officer killed in the line of duty within the County: colors will be worn from the date of the
37 incident for thirty (30) consecutive days.
 - 38 2. Officer killed in the line of duty in an adjoining County: colors will be worn from the date of
39 incident until the date of the funeral.
 - 40 3. Mourning colors may also be worn during National Police Memorial Day.
 - 41 4. The Employer will provide any additional vehicles for funerals as may be reasonably available
42 without jeopardizing the mission of the agency.
 - 43 5. The Employer will make every reasonable effort to release from duty status those personnel who
44 had personal contact with the victim officer.
45

1 **ARTICLE 30 PREEMPTION OF STATUTORY RIGHTS**

2
3 **Section 30.1.** The parties enter this Agreement for the purposes of explicitly demonstrating the intent of the
4 parties to preempt statutory rights, as required by the Ohio Supreme Court in its decision of State ex rel. OAPSE
5 v. Batavia Local School Dist. Bd. Of Educ., 89 Ohio St. 3d 191 (2000).
6

7 **Section 30.2.** In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement
8 governs the wages, hours and terms and conditions of employment to the extent provided herein. It is therefore
9 the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over
10 the statutory rights of public employees as set forth below:
11

<u>Contract Article</u>	<u>Statute/Regulation Preempted</u>
12 Article 9, Disciplinary Action and Appeals	ORC 124.34, 737.12
13 Article 11, Layoffs	ORC 124.321 – 124.328, 124.37
14 Article 18, Holidays	ORC 124.19
15 Article 20, Vacations	ORC 124.13, 9.44
16 Article 21, Sick Leave	ORC 124.38
17 Article 27, Publication of Assignment Availability	
18 Promotional Exam	ORC 124.22 – 124.32
19	
20	
21	

22 **ARTICLE 31 LATERAL HIRES**

23
24 **Section 31.1 Lateral Hiring Permitted** The Employer may hire police officers (or others who are peace officer
25 certified by OPOTA, e.g. deputy sheriffs) of patrol rank (hereafter in this Article “Police Officer”) and
26 dispatchers from other law enforcement agencies and dispatching centers of law enforcement agencies, and these
27 police officers can qualify as “lateral hires”. This Article is applicable only to lateral hires. Except as specified
28 in the Article, all other rights and benefits provided in the Agreement shall also apply to laterally hired Police
29 Officers and dispatchers.
30

31 The Chief shall determine, at his discretion, the salary rate from the wage schedule for the lateral hire.
32

33 **Section 31.2 Minimum Qualifications**

34 **A. Police Officer:** To qualify as a lateral hire as a police/peace officer, at the time of application, must possess
35 a current Ohio Peace Officer Training Association (OPOTA) certificate. The officer must have prior law
36 enforcement experience of no less than one (1) year of full-time (i.e., working not less than thirty-five hours per
37 week) or no less than five (5) years of part-time (i.e., working not less than an average of sixty hours per month
38 in paid status) or the equivalent combination as determined by the Safety Service Director. A jurisdiction is
39 defined as service as a police officer e.g., Ohio municipal, state, county, township, park district, or state university
40 that utilizes a law enforcement agency.
41

42 **B. Dispatcher:** To qualify as a lateral hire, a dispatcher, at the time of application must have no less than
43 one (1) year of full-time dispatch experience. The dispatcher must have prior dispatch experience of no less than
44 one (1) year of full-time (i.e., working not less than thirty-five hours per week) or no less than five (5) years of
45 part-time (i.e., working not less than an average of sixty hours per month in paid status) or the equivalent
46 combination as determined by the Safety Service Director. A jurisdiction is defined as service as a dispatcher in
47 any Ohio municipal, state, county, township, state university, or statutorily created entity that utilizes a law

1 enforcement agency and/or dispatches for a law enforcement agency.
2

3 **C. Testing:** Successfully pass or complete any other criteria established by the Safety-Service Director (in
4 consultation with the Civil Service Commission and the Chief of Police).
5

6 **D. Documentation:** All laterally hired police officers and dispatchers shall be required to provide written
7 documentation of the prior service as required for their position from all employers.
8

9 **Section 31.3 Probationary Period.** All lateral-hire candidates for police officer or dispatch positions shall
10 successfully complete an initial probationary period that will begin on the first day for which the employee
11 receives compensation from the City and shall continue for a period of one (1) year.

12 Lateral hire probationary employees may be removed without cause during their initial probationary period and
13 shall not be permitted appeal or redress under the contractual grievance and arbitration procedure nor appealable
14 through the State Personnel Board of Review nor Civil Service Commission.
15

16 **Section 31.4 Seniority:** Lateral hire status shall not modify or add to an employee's seniority as defined in
17 Article 11.
18

19 **Section 31.5 Longevity:** For lateral hire employees, the Chief, at his discretion, may grant up to four (4) "years
20 of service" for eligibility for the longevity supplement under section 15.1.
21

22 **ARTICLE 32 DURATION OF AGREEMENT AND EXECUTION**


23
24 **Section 32.1. Duration.** This Agreement shall be effective as of August 8, 2022, unless otherwise provided or
25 agreed by the parties, and shall remain in full force and effect until April 30, 2025.
26

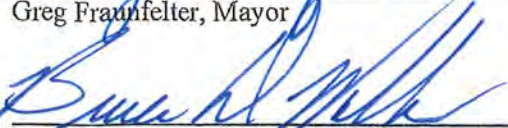
27 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier
28 than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days
29 prior to the expiration date of this Agreement. Such notice shall be by any legitimate means. The parties shall
30 commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon
31 receiving notice of intent.
32
33


7/25/22

1 THE PARTIES have ratified and executed this Agreement at Logan, Ohio this _____ day of
2 _____, 2022.

3
4 FOR THE CITY OF LOGAN

5 
6 _____
7 Greg Fraunfelter, Mayor

8 
9 _____
0 Bruce Walker, Safety Service Director


1 
2 _____
3 Jerry Mellinger, Police Chief

4 
5 _____
6 Chris Robers, City Auditor

7
8 APPROVED AS TO FORM

9 
0 _____
1 Abigail Saving, Law Director

2 APPROVED AS TO CONTENT


3 
4 _____
5 Jonathan J. Downes

6 FOR THE OPBA

7 
8 _____
9 Mark Volcheck, OPBA Attorney

0 
1 _____
2 Chris Smith, Bargaining Team Member

3 
4 _____
5 Gregg Cluley, Bargaining Team Member

6 
7 _____
8 Erich Schuftz, Bargaining Team Member

Logan Police Department - 2022-2024 Wage Calculations

Current (Effective June 1, 2021)					<u>NOTES</u>
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.
Year 1 -- \$1.00 ACB (Effective August 8, 2022)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
Disp/Clerk	\$18.87	\$19.38	\$19.83	\$22.15	
Patrolman	\$20.55	\$21.51	\$22.48	\$24.21	
POSITION	START	6 MONTH			
Lieutenant	\$26.15	\$29.05			LT top rate is 20% above Patrol top rate. LT entry rate is 90% of LT top rate.
Year 2 - \$1.00 ACB (Effective first full pay in June 2023)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
Disp/Clerk	\$19.87	\$20.38	\$20.83	\$23.15	
Patrolman	\$21.55	\$22.51	\$23.48	\$25.21	
POSITION	START	6 MONTH			
Lieutenant	\$27.23	\$30.25			LT top rate is 20% above Patrol top rate. LT entry rate is 90% of LT top rate.
Year 3 - \$1.00 ACB (Effective first full pay in June 2024)					
POSITION	START	1 YEAR	2 YEARS	3 YEARS	
Disp/Clerk	\$20.87	\$21.38	\$21.83	\$24.15	
Patrolman	\$22.55	\$23.51	\$24.48	\$26.21	
POSITION	START	6 MONTH			
Lieutenant	\$28.31	\$31.45			LT top rate is 20% above Patrol top rate. LT entry rate is 90% of LT top rate.