

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ASHLAND, OHIO, TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1386, AFL-CIO; AND DECLARING AN EMERGENCY.

WHEREAS, Council and the Administration have conducted negotiations according to R. C. 4117.14 with the International Association of Firefighters Local 1386, AFL-CIO, as the bargaining representative for certain employees of the City of Ashland; and

WHEREAS, such negotiations have provided a mutually acceptable agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashland, County of Ashland, State of Ohio, 5 members thereto concurring:

Section 1. That the Mayor be and he hereby is authorized and directed to enter into an agreement with the International Association of Firefighters Local 1386, AFL-CIO for certain employees of the City of Ashland, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were in meetings open to the public and in compliance with all legal requirements.

Section 3. That any and all ordinances in conflict with the express provisions of this Agreement are superceded by this Agreement.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Ashland, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: December 15, 2015

Stephen P. Stuart
President of Council, Stephen Stuart

Attest: Jody M. Toms
Jody Toms, Clerk of Council

Approved: Glen P. Stewart
Mayor, Glen P. Stewart

Approved as to form and correctness:

Richard B. Hoff

Date: December 15, 2015

ORDINANCE NO. _____

Director of Law, Richard P. Wolfe II

IAFF NEGOTIATIONS
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Funeral Leave 22.01 The employer agrees to add STEP-PARENTS to the eligibility list for funeral leave.

Perfect Attendance 23.11 The employer does not want to provide additional time off due to staffing levels. The employer does not want to remove the maximum accumulation of Perfect Attendance time as it is an increasing liability. HOWEVER, THE EMPLOYER AGREES TO ALLOW PERFECT ATTENDANCE TIME TO BE USED IN THE SAME MANNER AS PERSONAL HOLIDAY TIME.

Miscellaneous 25.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as set forth in the CURRENT Employee Handbook effective ~~1/1/2004~~.

a. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

b. No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

Miscellaneous 25.02 The employees agree to be bound by the Drug and Alcohol Abuse Policy and Standards of Conduct as set forth the in the CURRENT Employee Handbook effective ~~1/1/2004~~.

Miscellaneous 25.03 The parties agree to be bound by the provisions of the Employee Assistance Program as set forth in the CURRENT Employee Handbook effective ~~1/1/2004~~.

Miscellaneous 25.04 The parties agree to be bound by the provisions of the Standards of Conduct as set forth in the CURRENT Employee Handbook effective ~~1/1/2004~~.

Vacations 26.02 Employees may request vacation time by signing a schedule for same prior to January 1st of each year. Employee signing such list shall be granted a preference according to seniority in cases

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where more than one (1) employee requests the same time. Up to 72 hours of accumulated time off may be approved by the Chief per shift except under unusual working conditions, including military leave, in which case the chief may limit such time off to 48 hours per shift. Such approval for the 72 hours off per shift will not be unreasonably denied. Employees shall be able to take vacation time in twelve (12) hours segments, not to exceed seventy-two (72) hours of total time. Such time may only be selected after the regular vacation schedule is posted and completed. Employees may use one (1) day of vacation as per personal holiday time. EMPLOYEES WORKING THE MODIFIED 45HR/WEEK SCHEDULE SHALL BE ABLE TO TAKE VACATION TIME IN HALF-DAY (4.5 HOUR) SEGMENTS AND MAY USE TWO (2) DAYS (18 HOURS) OF VACATION AS PERSONAL HOLIDAY TIME.

Patriot's Day 27.02 The employer agrees to correct the language by adding "of" and changing the hours to "132".

Rates of Pay 30.04 Employees working less than fifty-two (52) hours per week shall have their hourly rates and leave credits modified appropriately. THE ACCRUED LEAVE BALANCES ARE MODIFIED USING THE FOLLOWING FORMULA:

$$\frac{\text{Earned Hours (new schedule)}}{\text{Earned Hours (old schedule)}} = \frac{\text{New PTO balance}}{\text{Old PTO Balance}}$$

ADD ROUNDING CLARIFICATION

Insurance 33.01 The Employer shall continue to pay its existing percentage contribution of the premiums for the hospitalization insurance, (a summary of which is attached hereto) with the Employer providing payroll deduction for the employee's contribution. The Employer shall pay eighty (80%) percent of the premium. THE SUMMARY OF BENEFITS WILL BE THE CURRENT HOSPITALIZATION INSURANCE PLAN.

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Readiness Bonus 16.03 Each employee shall be required to annually and successfully complete an ability test AFTER COMPLETING A PHYSICAL EXAM related to such employee's fire FIREFIGHTING duties, which test shall be established by the Labor-Management Committee. EACH EMPLOYEE WHO SUCCESSFULLY COMPLETES THE ABILITY TEST WILL BE PAID A READINESS BONUS OF \$200 WITHIN 30 DAYS. Each employee who fails to successfully complete the ability test shall be required to RETAKE THE PHYSICAL ABILITY TEST WITHIN 30 DAYS, perform a minimum of (1) one hour of physical training each tour of duty FOR ONE YEAR AND WILL NOT BE PAID A READINESS BONUS AND MAY BE SUBJECT TO PROGRESSIVE DISCIPLINE ACCORDING TO CITY POLICY. The City, within reasonable cost limitations, shall provide the necessary equipment and training for physical training, and shall have each employee first examined by a physician to ensure that the employee's condition permits such physical training. THE READINESS BONUS SHALL BE \$300 IN 2017 AND \$400 IN 2018.

Rates of Pay 30.00 Effective December 27, 2015 ~~January 01, 2016~~, members of the bargaining shall receive a 2% wage increase. Effective December 25, 2016 ~~January 01, 2017~~, members of the bargaining shall receive a 2% wage increase. Effective December 24, 2017 ~~January 01, 2018~~, members of the bargaining shall receive a 2% wage increase.