

K# 29484



12-MED-01-0087
0091-05

STATE GOVERNMENT BOARD
2013 APR 11 10 3:54

**Agreement between
The City of Ashtabula, Ohio
and
The International Association
of Firefighters, Local #165**

RECEIVED

NOV 16 2012

CITY AUDITOR
CITY OF ASHTABULA

Memorandum of Understanding

Replace Article IX Section 21. Longevity Pay, Page 17:

"SECTION 21. LONGEVITY PAY

Longevity shall be considered as length of service in the Division of Fire and shall be compensated in accordance with the following formula, and be paid annually on December 1st. For the purpose of calculating longevity an employee's anniversary date shall be January 1st of each succeeding year. If an employee is separated from service, retires or dies prior to his anniversary date he shall be paid longevity prorated to include the time from his actual anniversary date to the date of his separation, retirement or death. All within 30 days. Longevity rates and methods of computation shall apply in case of employee layoffs."

Effective 5/1/2012 and each year thereafter, longevity shall be as follows: All employees, covered under this agreement, shall receive eighty dollars (\$80.00) per year each year of service. An employee must have a minimum of five (5) years to be eligible. Furthermore, all longevity rates shall be subject to pension.

Examples: 5 years = \$400.00
8 years = \$640.00
16 years = \$1280.00
25 years = \$2000.00
32 years = \$2560.00

WITH

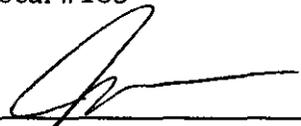
"SECTION 21. LONGEVITY PAY

Longevity shall be considered as length of service in the Division of Fire and shall be compensated in accordance with the following formula, and be paid annually on December 1st. Longevity pay will be calculated based on the employee's anniversary date each succeeding year. If an employee is separated from service, retires or dies prior to his anniversary date he shall be paid longevity prorated to include the time from his annual anniversary date to the date of his separation, retirement or death. All within 30 days. Longevity rates and methods of computation shall apply in case of employee layoffs."

Effective 5/1/2012 and each year thereafter, longevity shall be as follows: All employees, covered under this agreement, shall receive eighty dollars (\$80.00) per year each year of service. An employee must have a minimum of five (5) years to be eligible. Furthermore, all longevity rates shall be subject to pension.

Examples: 5 years = \$400.00
8 years = \$640.00
16 years = \$1280.00
25 years = \$2000.00
32 years = \$2560.00


Shawn Gruber, President
IAFF Local #165


Jeff Workman, Secretary
IAFF Local #165

11-15-2012
Date


James M. Timonere, City Manager
City of Ashtabula

Approval to correctness and form:


Michael Franklin, City Solicitor
City of Ashtabula

TABLE OF CONTENTS

ARTICLE I RECOGNITION

SECTION	1. CLASSIFICATIONS.....	2
SECTION	2. REPRESENTATIVES.....	2
SECTION	3. CITY LIST OF EMPLOYEES.....	2

ARTICLE II PAYROLL DEDUCTIONS

SECTION	1. UNION AND CREDIT UNION DEDUCTIONS.....	2
SECTION	2. INSURANCE, CHARITY DEDUCTIONS.....	2
SECTION	3. FAIR SHARE FEE.....	3

ARTICLE III PLEDGE AGAINST DISCRIMINATION AND COERCION: MANAGEMENT RIGHTS

SECTION	1. PLEDGE AGAINST DISCRIMINATION AND COERCION.....	3
SECTION	2. MANAGEMENT RIGHTS.....	3

ARTICLE IV UNION BUSINESS

SECTION	1. TIME OFF FOR UNION BUSINESS.....	4
SECTION	2. TIME OFF FOR NEGOTIATING.....	4
SECTION	3. FIRE STATION USE.....	4
SECTION	4. UNION BULLETIN BOARD.....	4
SECTION	5. VISITATION OF UNION REPRESENTATIVES.....	4
SECTION	6. UNION ASSISTANCE.....	4
SECTION	7. COMMITTEES/REPRESENTATIVES.....	5
SECTION	8. GRIEVANCE COMMITTEE.....	5

ARTICLE V GRIEVANCE PROCEDURE

SECTION	1. RIGHT TO FILE GRIEVANCE.....	5
SECTION	2. DEFINED.....	5
SECTION	3. PROCEDURES.....	5
SECTION	4. GRIEVANCE PROCEDURE STEPS.....	6

ARTICLE VI ARBITRATION PROCEDURE

SECTION	1. DEFINED.....	6
SECTION	2. ARBITRATOR'S POWERS.....	6

TABLE OF CONTENTS

SECTION	3. HEARING RULES.....	7
SECTION	4. FEES AND EXPENSES.....	7
SECTION	5. COMPENSATION FOR ATTENDING.....	7
SECTION	6. ARBITRATOR'S DECISION.....	7

ARTICLE VII LAYOFFS, SENIORITY, MILITARY SERVICE, GOVERNMENT SERVICE AND RELATED MATTERS

SECTION	1. PROBATIONARY PERIOD.....	7
SECTION	2. SENIORITY.....	8
SECTION	3. MILITARY DUTY.....	8
SECTION	4. VACANCIES CREATED BY MILITARY LEAVE.....	8
SECTION	5. LAYOFF AND RECALL.....	8

ARTICLE VIII OVERTIME COMPENSATION

SECTION	1. DEFINED.....	9
SECTION	2. TRAINING, COURT, ETC.....	9
SECTION	3. CALL-IN RATE.....	10
SECTION	4. EARLY RESPONSE.....	10
SECTION	5. HOLDOVER.....	10
SECTION	6. OVERTIME DISTRIBUTION.....	10
SECTION	7. OVERTIME RATE.....	11
SECTION	8. PRIVATE DUTY.....	11
SECTION	9. BUSINESS, GOV'T DUTY.....	11
SECTION	10. FIRE WATCH.....	11
SECTION	11. COMPENSATORY TIME.....	11

ARTICLE IX GENERAL PROVISIONS

SECTION	1. SAFETY AND WELFARE.....	11
SECTION	2. TRAINING.....	11
SECTION	3. WEATHER CONDITIONS.....	12
SECTION	4. EMPLOYEES SAFETY COMMITTEE.....	12
SECTION	5. WORK RULES.....	12
SECTION	6. EMPLOYEES CIVIL RIGHTS.....	12
SECTION	7. DUTIES.....	12
SECTION	8. HOUSECLEANING.....	12
SECTION	9. EQUIPMENT MAINTENANCE.....	12
SECTION	10. FLSA DAYS.....	12
SECTION	11. PROMOTIONS.....	13
SECTION	12. TEMPORARY PROMOTIONS.....	13
SECTION	13. SICK LEAVE.....	13

TABLE OF CONTENTS

SECTION 14.	SICK LEAVE INCENTIVE.....	14
SECTION 15.	SICK LEAVE PAID UPON RETIREMENT OR SEPARATION.....	14
SECTION 15A.	SICK LEAVE BUYOUT PROGRAM.....	15
SECTION 16.	SICK LEAVE PAY UPON DEATH.....	16
SECTION 17.	SICK LEAVE CONVERSION.....	16
SECTION 18.	SERVICE CONNECTED INJURY.....	16
SECTION 20.	FUNERAL LEAVE.....	16
SECTION 21.	LONGEVITY PAY.....	17
SECTION 22.	HOLIDAYS.....	17
SECTION 23.	VACATION.....	17
SECTION 24.	COMPENSATION FOR USE OF EMPLOYEES CAR.....	18
SECTION 25.	EDUCATIONAL BENEFITS.....	18
SECTION 26.	COURT LEAVE.....	19
SECTION 27.	UNEMPLOYMENT COMPENSATION.....	19
SECTION 28.	CIVIL SERVICE.....	19
SECTION 29.	TRADING TIME.....	19
SECTION 30.	VOTING.....	20
SECTION 31.	THREE PLATOON SYSTEM.....	20
SECTION 32.	FIRE PREVENTION BUREAU WORK WEEK.....	20
SECTION 32A.	FIRE PREVENTION BUREAU.....	20
SECTION 33.	CREW TRANSFERS.....	20
SECTION 34.	MINIMUM MANNING.....	20
SECTION 35.	RESIDENCY.....	21
SECTION 36.	CONTRACTING OUT.....	21
SECTION 37.	DISCIPLINE.....	21

ARTICLE X WAGES AND BENEFITS

SECTION 1.	NEW EMPLOYEE WAGES.....	23
SECTION 1A.	2012 WAGES.....	24
SECTION 2.	2013 WAGES.....	25
SECTION 3.	2014 WAGES.....	26
SECTION 4.	PENSION PICK-UP.....	27
SECTION 5.	TEMPORARY ASSIGNMENTS.....	27
SECTION 6.	PAY AFTER PROMOTION.....	27
SECTION 7.	UNIFORM ALLOWANCE.....	27
SECTION 8.	HOSPITALIZATION PLAN.....	28
SECTION 9.	PAYDAYS.....	29
SECTION 10.	LIFE INSURANCE.....	29
SECTION 12.	IMMUNIZATIONS.....	29

ARTICLE XI DRUG AND ALCOHOL POLICY

SECTION 1.	PURPOSE OF POLICY.....	30
------------	------------------------	----

TABLE OF CONTENTS

SECTION 2.	INFORMING EMPLOYEES ABOUT DRUG TESTING.....	30
SECTION 3.	PROHIBITED ACTIVITIES.....	30
SECTION 4.	TESTING OCCASIONS.....	31
SECTION 5.	DISCIPLINE.....	32
SECTION 6.	APPEAL.....	32
SECTION 7.	APPLICABILITY.....	32
SECTION 8.	CONSENT.....	32
SECTION 9.	DRUG-FREE WORK PLACE ACT.....	32
SECTION 10.	URINE COLLECTION.....	32
SECTION 11.	TESTING PROCEDURES.....	33
SECTION 12.	BREATH ALCOHOL TESTING.....	33
SECTION 13.	IMPLEMENTATION AND EFFECTIVE DATE.....	34
SECTION 14.	EMPLOYEE BENEFITS.....	34
SECTION 15.	AVAILABILITY OF TEST RESULTS.....	34
SECTION 16.	CONFIDENTIALITY.....	34
SECTION 17.	THE RIGHT TO CHANGE POLICY.....	34
SECTION 18.	DUTY ASSIGNMENT.....	34
SECTION 19.	DUTY ASSIGNMENT AFTER TREATMENT.....	34
SECTION 20.	RIGHT OF UNION PARTICIPATION.....	34
SECTION 21.	UNION HELD HARMLESS.....	35
SECTION 22.	CONFLICT WITH OTHER LAWS.....	35

CONTINUATION OF SERVICES

SECTION 1.	DEFINED.....	36
------------	--------------	----

SAVINGS CLAUSE

SECTION 1.	DEFINED.....	36
------------	--------------	----

DURATION OF AGREEMENT

SECTION 1.	EFFECTIVE DATES.....	36
SECTION 2.	NOTICE TO NEGOTIATE.....	36
SECTION 3.	POWERS OF AGREEMENT.....	36
SECTION 4.	AUTOMATIC EXTENSION AND RETROACTIVE.....	36

CONFLICTING LAWS, RULES AND REGULATIONS

SECTION 1.	DEFINED.....	36
------------	--------------	----

APPENDIX A

MINIMUM HOSPITALIZATION SPECIFICATIONS

SECTION 1.	TRADITIONAL PLAN.....	37
SECTION 2.	HSA PLAN.....	39

**AGREEMENT BETWEEN THE CITY OF ASHTABULA, OHIO
AND LOCAL #165, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS (AFL-CIO-CLC)**

THIS AGREEMENT made and entered into as of the 17th day of MAY, 2012, and effective May 1st, 2012 in the City of Ashtabula, County of Ashtabula, State of Ohio, by and between the City of Ashtabula and Local #165, of the International Association of Firefighters (AFL-CIO-CLC).

As a result of this Agreement reached between the City of Ashtabula and the negotiating committee of Local #165, the Union agrees to offer full cooperation in effecting reasonable and efficient economics during the period covered by this agreement.

The City of Ashtabula hereinafter referred to as the "City" and Local #165 hereinafter referred to as the "Union", in order to increase general efficiency in the Fire Division, and to maintain the harmonious relationship between the Division of Fire and its employees, and to promote the morale, rights, well-being and sincerity, the Division of Fire, the City, and the Union hereby agree as follows:

WITNESSETH

The parties hereto, in consideration of the mutual benefits to be derived from collective bargaining and for the purpose of securing closer cooperation among, and between, the City, and the employees, and in consideration of the promises, obligations and under taking of each party, as herein described, agree as follows.

ARTICLE I RECOGNITION

SECTION 1. The City of Ashtabula (Employer) recognizes Local #165 of the International Association of Firefighters, AFL-CIO-CLC (Union) as the sole and exclusive representative of all employees of the Division of Fire, excluding those who hold the permanent rank and pay grade of Fire Chief, one (1) Assistant Fire Chief and non-uniformed personnel, for the purpose of bargaining, with respect to wages, hours of work, fringe benefits, working conditions, and grievances. Whenever used in this Agreement, the term "Bargaining Unit" shall be deemed to include those employees employed in the following positions:

- a. Captain (FPB)
- b. Captain
- c. Lieutenant (FPB)
- d. Lieutenant
- e. Engineer (FPB)
- f. Engineer
- g. Fire Fighter (FPB)
- h. Fire Fighter
- i. Fire Fighter Probationary

SECTION 2. The City will neither negotiate with, nor make bargaining agreements for any of its employees covered in the bargaining unit, unless it be through duly authorized representatives of Local #165.

SECTION 3. The City will furnish the Union by February 1st of every year, a list of all employees within the Division of Fire. Such list shall indicate the employee's starting date, rank, and where appropriate, date of promotional appointment.

ARTICLE II PAYROLL DEDUCTIONS

SECTION 1. UNION AND CREDIT UNION DEDUCTIONS

The City hereby authorizes, and directs, the auditor to deduct from the pay check of each employee, of the Division of Fire, who has signed the approved authorization card, assessments and dues as levied by the Union. The City further agrees to turn over to the Ashtabula County School Employees Credit Union, within 5 days all Union assessments and dues so deducted, from the pay checks of the employees covered by this Agreement.

The City further agrees to deduct from employees, giving written authorization, any monies for the Ashtabula City Employees Federal Credit Union, the Ashtabula County School Employees Credit Union, the Lakeview Credit Union, the Ohio Tuition Trust Authority, the OAPFF Deferred Compensation Plan, and remit same to such authorized Credit Union Treasurer, the Ohio Tuition Trust Authority or the OAPFF Deferred Compensation Plan.

SECTION 2. INSURANCE, CHARITY DEDUCTIONS

The City further agrees to deduct any other monies so authorized by the employee for purposes of insurance payments and charity authorized by the City and approved by the City Auditor.

SECTION 3. FAIR SHARE FEE

Employees who are members of the bargaining unit shall, as a condition of employment, pay a monthly Fair Share Fee equivalent to and not exceeding the regular monthly dues of Local #165, as certified by the Union's Secretary-Treasurer, via payroll deductions. Any employee in the bargaining unit, excluding probationary employees as defined in Article VII, Section 1, who objects to membership in or financial support of the Union because of a bona fide religious or conscientious objections shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund and provide the Union with written receipts evidencing such payment. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer in fulfilling the obligations imposed on the Employer under this Article.

ARTICLE III PLEDGE AGAINST DISCRIMINATION AND COERCION: MANAGEMENT RIGHTS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

The City of Ashtabula is an equal opportunity employer and adheres to Title VII of the equal Employment Opportunity Act as amended. It is the policy of the City to consider and treat all applicants and employees equally without regard to race, sex, color, creed, religion, ancestry, national origin, veterans status or non-job related handicap.

This nondiscriminatory policy applies to all areas of employment including membership or non-membership in a Union and/or political activity or affiliation.

The City agrees not to interfere with the rights of employees to become members of the Union by discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any employee in an effort to recruit membership in the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

SECTION 2. MANAGEMENT RIGHTS

Unless otherwise agreed to in this Collective Bargaining Agreement, the City retains the following rights:

- 1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the function and programs of the City, standards of services, the City overall budget, utilization of technology, and organizational structure.
- 2) Direct, supervise, evaluate or hire employees.
- 3) Maintain and improve the efficiency and effectiveness of governmental operations.
- 4) Determine the overall methods, process, means or personnel by which the City's operations are to be conducted.
- 5) Suspend, discipline, demote, discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees.

- 6) Determine the adequacy of the work force.
- 7) Determine the overall mission of the City as a unit of government.
- 8) Effectively manage the work force.
- 9) Take action to carry out the missions of the City.

Unless otherwise agreed to in this Collective Bargaining Agreement the City is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based an the collective bargaining agreement.

ARTICLE IV UNION BUSINESS

SECTION 1. The President, 1st and 2nd Vice-Presidents, Secretary, Treasurer, and recognized committee members of the Union shall be granted leave from duty, with full pay, for Union business, such as attending Labor Conventions, Labor Educational Conferences and other authorized meetings. The maximum leave time shall not exceed a combined total of fifteen (15) working days per calendar year. All requests for Union Business leave, shall be in writing to the City Manager, and no leave shall commence without the approval of the City Manager or his designee.

SECTION 2. Up to two (2) members of the negotiating committee, shall be allowed time off for the purpose of attending all meetings which have been mutually set by the Union and the Employer. Also, Union Officers and Grievance Committee members shall be allotted such time away from their station houses, to perform their duties without loss of pay. Any time away from their station houses shall be made in advance of their departure.

SECTION 3. It is hereby agreed that for the purpose of conducting Union business, Fire Station #1 may be used by Local #165 for Union meetings. It is understood that said meetings be conducted in a businesslike and professional manner. Departmental operations shall take precedence.

SECTION 4. It is hereby agreed that for the purpose of conducting Union business, space shall be provided within Fire Station #1 for a bulletin board for the dissemination of Union information for members of the Union. The location of the bulletin board shall be at mutually agreed to locations, accessible to the Union members.

SECTION 5. It is hereby agreed that for the purpose of conducting Union business, authorized representatives of the International Association of Fire Fighters, the Ohio Association of Professional Fire Fighters or other Union representatives shall have the right to visit Fire Station #1 for legitimate Union business. Such visits shall not disrupt the normal departmental operations.

SECTION 6. UNION ASSISTANCE. The Union shall reserve the right to have present for the purpose of advising them, during negotiations and/or grievance proceedings, such outside representation as the Union deems necessary. Any Employee called to the Fire Chief's Office and/or the City Manager's Office for disciplinary or grievance actions, concerning the employee and the City, may have Union representatives and/or legal Counsel present. Outside Union assistance shall not be counted in the total amount of committee members in attendance.

SECTION 7. COMMITTEES/REPRESENTATIVES. The Union shall submit to the City Manager, no later than February 1st of each year, the members and the respective committees, that are authorized to represent the Union on matters concerning the City and the Union. Any changes in the committee members shall be submitted to the City within ten (10) calendar days of such change(s).

SECTION 8. There shall be named by the Union a Grievance Committee consisting of three (3) grievance representatives of which no more than two (2) shall be permitted to accompany the grievance or grievant to the City Manager's office.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1. Every employee, through the Union, shall have the right to present his grievance in accordance with the procedure provided herein. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled if possible, at the lowest step of this procedure.

SECTION 2. For the purposes of this procedure, the below listed terms are defined as follows:

- a. **GRIEVANCE:** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. **GRIEVANT:** The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the Union.
- c. **PARTY IN INTEREST:** A "party in interest" shall be defined as any employee or the Employer named in the grievance who is not the grievant.
- d. **DAYS:** A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

SECTION 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at *Step 1*, all grievances must contain the following.
 - 1. Aggrieved employee's name and signature
 - 2. Aggrieved employee's classification
 - 3. Date grievance was first discussed
 - 4. Date grievance is being filed in writing
 - 5. Name of supervisor with whom grievance was discussed
 - 6. Where grievance occurred
 - 7. Description of incident giving rise to the grievance
 - 8. Articles and sections of the Agreement violated
 - 9. Resolution requested
- b. Except at *Step 1*, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and Union representative.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, the grievance may be initiated at *Step 3*.

- d. The time limits provided herein will be strictly adhered to and any grievance not timely filed initially or appealed within the specific time limits agreed to by the parties in this procedure, shall be deemed waived and void. The time limits specified for either party may be extended only by written mutual agreement.
- e. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of the Agreement.

SECTION 4. All grievances shall be administered in accordance with the following steps grievance procedure:

STEP 1: An employee who believes he may have a grievance shall notify the Grievance Committee of the possible grievance, within five (5) days of the occurrence of the facts giving rise to the grievance, or within five (5) days of the employee's first knowledge of the action or occurrence. If necessary, the Grievance Committee will schedule an informal meeting with the employee and the Fire Chief within five (5) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. If the grievance is not within the authority of the Fire Chief to adjust, the grievance shall be submitted to *Step 3*.

STEP 2 - FIRE CHIEF: If the dispute is not resolved informally at *Step 1*, it shall be reduced to writing by the grievant, and presented as a grievance to the Fire Chief within five (5) days of the informal meeting, or notification of the decision at *Step 1*, whichever is later, but not later than seven (7) days from the date of the informal meeting. The Fire Chief shall give his answer within five (5) days of the *Step 2* meeting.

STEP 3 - CITY MANAGER: If the grievance is not resolved with the written decision at the conclusion of *Step 2*, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the *Step 2* decision. Copies of the written decision shall be submitted with the appeal. The City Manager shall convene a hearing within (10) days of the receipt of the appeal. The hearing shall be held with the grievant, an IAFF representative and any other party necessary to provide the required information for the rendering of a proper decision.

The City Manager shall issue a written decision to the grievant and the IAFF representative within ten (10) days from the date of the hearing or the grievance shall be considered sustained. If the grievance is not resolved at the conclusion of this step, the grievance may proceed to Arbitration, pursuant to the Arbitration Procedure herein contained.

ARTICLE VI ARBITRATION PROCEDURE

SECTION 1. In the event a grievance is unresolved after being processed through all the steps in the Grievance Procedure, unless mutually waived, then within ten (10) days after the date of the rendering of the decision at Step 3, the Union may decide to submit the grievance to arbitration. Within this ten (10) day period, the parties (a representative of the Employer and a representative of the Union) will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached the parties will promptly request from the Federal Mediation and Conciliation Service, a list of seven (7) arbitrators, and the parties will choose one by the alternate strike method. The winner of the flip of a coin will determine who strikes first.

SECTION 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of the Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date giving rise to the grievance.

SECTION 3. The hearing or hearings shall be conducted pursuant to the rules and regulations set forth by the Federal Mediation and Conciliation Service.

SECTION 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the cost incurred by the other party.

SECTION 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate of pay for all hours during which his attendance is required by the Employer. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees at one time.

SECTION 6. The arbitrator's decision and award will be in writing and delivered to the parties, within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE VII
LAYOFFS, SENIORITY, MILITARY SERVICE,
GOVERNMENT SERVICE AND RELATED MATTERS**

SECTION 1. PROBATIONARY PERIOD

1. Every new employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first (1st) day for which the employee receives compensation from the Employer and continues for a period of one (1) year. During this probationary period, employees shall have no seniority. At the completion of the probationary period, the employee's seniority date shall be the employee's date of hire.

During this new hire probationary period, a performance review will be conducted after six (6) months from date of hire and within one (1) month before the completion of the probationary period. A newly hired, probationary employee may be terminated during his probationary period and shall have no appeal through the Union of such removal. Probationary employees shall be permitted to join Union upon hiring, but shall not have Union representation if terminated during probationary period.

Employees who have successfully worked one (1) year, shall be known as "FireFighter", and shall become permanent employees upon the completion of their probationary period, with their probationary period counted as part of their seniority time.

Every person hired as an employee of the Fire Division on or after December 1, 2011, whose duties include responding to emergencies shall be required to obtain certification as an EMT-P within one (1) year of employment and to maintain such certification throughout the term of his or her employment.

Every person hired as an employee of the Fire Division on or after December 1, 2013, shall be required to have an EMT-P certification at time of hire and to maintain such certification throughout the term of his or her employment.

Persons employed by the Fire Division prior to December 1, 2011 are not required to become EMT-Ps, but must maintain certification as EMT-Bs throughout employment.

2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and continue for a period of six (6) months. A newly promoted employee will have a performance review conducted within three (3) months of his appointment to the promoted rank and within one (1) month of the completion of the probationary period. Employees who evidence unsatisfactory performance, may be reduced to former position in accordance with chapter 124.49 of the ORC. Such unsatisfactory performance shall be documented in writing and a copy given to the employee.

SECTION 2. SENIORITY

Seniority shall start on the date of the employee's appointment to the Division of Fire and be the total length of service after that date, and shall be used in determining his rights within the Division of Fire. Where more than one (1) employee is appointed on the same date his department seniority shall be in accordance with his time of appointment. An employee transferring from another department shall carry over his City-wide seniority, for purposes of fringe benefits including pension, sick-time, vacation, and longevity. Seniority accumulated prior to a sickness or industrial disability and extending beyond the time allotted shall be preserved until such time as said employee is authorized to return to work by a licensed physician.

SECTION 3. MILITARY DUTY

Any employee drafted or called to active duty into the service of his country (United States), as defined by Congress, shall, upon request, be granted leave of absence from the Division of Fire for the period he serves, and for a period of ninety (90) days after his discharge from such service. Except for employees who are drafted and/or called to active duty in the armed forces of the U.S. there shall be no accumulation of seniority and/or benefits during an unpaid leave of absence.

The City will pay benefits and the difference in wages between military pay and an employees regular rate of pay for those employees in the reserves or National Guard who are called to serve in a foreign war.

Upon return to the regular service of the Division of Fire within ninety (90) days of his discharge, such employee shall be credited with all previous Fire Department seniority and in addition, seniority shall be credited for all the time served in the Armed Forces.

Such employee shall also be credited with accumulated sick leave up to the time of entrance into the service, but not accumulate sick leave during the leave of absence.

SECTION 4. VACANCIES CREATED BY MILITARY LEAVE

Vacancies created by military leave shall be filled on a temporary basis as set forth in Article IX, Section 12. All such temporary assignments are subject to the prior return rights of the person on leave so long as he returns to regular service of the Division of Fire within 90 days of his discharge or release from such service.

SECTION 5. LAYOFF AND RECALL

1. When the Employer determines that it becomes necessary to reduce the work force in the Division of Fire due to lack of work, lack of funds, or for other legitimate reasons, the Employer shall notify the affected employees at least fifteen (15) calendar days in advance of the effective date of layoff. The Employer, upon request from the Union, agrees to work closely with the Union to correctly align the determining conditions of the layoff.

2. When the Employer determines layoffs will occur, layoffs of bargaining unit employees will be in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off.
3. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of layoff. When the Employer recalls persons off the recall list, they shall be recalled to their previous position, but not necessarily to the shift on which they were working when laid off.
4. No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible employees are recalled.
5. Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail return receipt requested, to the last mailing address provided by the employee.
6. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of the recall notice to notify the Employer of his intention to return to work, and shall have twenty (20) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. All mailings shall be by certified or registered, return receipt requested mail. An employee who does not report for duty within the official notification of his reemployment, shall have forfeited all previous rights and benefits.
7. Employees shall have the right to purchase any pension time for the period they were laid off, any time after being recalled to work and returning to duty. Employees shall pay the City portion of such time, in addition to their own portion.
8. This Section is expressly intended by the parties to supercede any similar provisions in local Civil Service law or under Ohio Revised Code Chapter 124, et seq.

ARTICLE VIII OVERTIME COMPENSATION

SECTION 1. DEFINED

All work or training in excess of regularly scheduled 24 hour shifts for line employees, or 40 hours in a 5 day period for 8 hour employees, or 40 hours in a 4 day period for 10 hour employees shall be classified as overtime and compensated at time and one-half (1 1/2).

SECTION 2. TRAINING, COURT, ETC.

Overtime rate shall also be paid for all hours worked as a result of call-in, hold-over, or off duty time used for Fire Department demonstrations, training, work related subpoena, court time, investigations or for Fire Department approved courses, seminars, or meetings. All classes required to maintain any fire-related or EMS certifications shall be included. (such as EMT-B, EMT-A, EMT-P, HAZ-OP, HAZ-TECH, ETC...) Classes required to maintain any fire-related or EMS certifications may be paid in compensatory time at the rate of one and one-half (1 1/2) times the hours spent attending classes off duty. Employees shall be compensated when in-house, on-duty training is not offered.

SECTION 3. CALL-IN RATE

Any employee who is called in or scheduled for the purposes as defined in Section 2, except hold-over time shall be paid a minimum of 4 hours at time and one-half (1 1/2);(40 hour rate).

Overtime for holidays for the above reasons shall be compensated at double time.

SECTION 4. EARLY RESPONSE

One (1) hour shall be paid to oncoming employees if when ordered by an officer they respond to an alarm or emergency prior to their scheduled starting time.

SECTION 5. HOLDOVER

All on duty employees whose tour of duty expires at 7:00 a.m. and are at a fire scene or held over and are to be relieved by the oncoming crew shall be required to remain at the scene. If relieved between 7:00 a.m. and 8:00 a.m. the employee shall be paid one (1) hour overtime at time and one-half (1 1/2). If relieved later than 8:00 a.m., the employee shall be paid to the nearest one-half (1/2) hour.

SECTION 6. OVERTIME DISTRIBUTION

- A. There will be one master list at Station #1.
- B. This will be a revolving list and the top employee on the list will drop to the bottom when accepting overtime.
- C. All calling for overtime shall be made by the officer-In-Charge.
- D. Over-time is only caused when a member is on sick leave, injury leave, funeral leave, authorized departmental business or schooling, or when crew shortage is caused by leave of absence, resignation or retirement.
- E. If there is an opening in the rank that the employee called in holds, he shall fill that position. Once position is filled, TJAs will operate as they do normally. The Overtime member shall be offered all applicable TJAs as if he were part of the crew. Overtime member may pass TJA to younger member but not lower rank. If there is no opening in the rank that the employee called in holds, he shall fill the position of hoseman for the shift.
- F. Employees may be subject to call at all times during emergencies.
- G. Employees willing to work during vacation leave, other than their assigned shift, shall notify the Shift Commander prior to vacation and the officer shall note this on their overtime card.
- H. No employee shall be called for overtime on his assigned shift. **Exception: See 'F'.*
- I. Employees cards shall not be moved unless they accept overtime.
- J. Employees cards shall not be moved unless they work 12 hours or more overtime.
- K. Employees shall not be penalized for being unavailable at time of call. Their cards will not be moved. They will be bypassed to the next employee.
- L. Employees shall be allowed to split a twenty-four (24) hour over-time into two (2) twelve (12) hour shifts at no increase in compensation other than the 24 hour overtime rate. Over-time pay shall be split 50-50 for the 24 hour shift.

M. If the list has been exhausted, the youngest employee in seniority, that the officer-in-charge can reach, shall be ordered in.

SECTION 7. OVERTIME RATE

Overtime rate shall be calculated on a 40 hour week or by dividing 2080 hours into an employee's yearly salary and multiplying by time and one-half (1 1/2), for all meetings, work, training, or other reasons as defined in Section 2 except a 24 hour call-in shift. Overtime rate for a 24 hour call-in shall be calculated by dividing 2756 hours into an employees yearly salary and multiplied by time and one-half (1 1/2).

SECTION 8. PRIVATE DUTY

Any employee assigned to work for a private individual, shall be paid by that individual, at one and one-half (1 1/2) their forty hour rate per hour and the minimum amount of time shall be 4 hours, or at a rate to be negotiated by Local #165.

SECTION 9. BUSINESS, GOV'T DUTY

Any employee assigned to work for any business, or local, state or federal government or other political entity, shall be paid by such organization, one and one-half (1 1/2) times their forty rate per hour, with a guarantee of 4 hours pay, or at a rate to be negotiated by Local #165.

SECTION 10. FIRE WATCH

All Fire watch duty shall be allocated on a seniority basis, for the men off duty, for the day such request is made. Company strength shall not be reduced for such duty.

SECTION 11. COMPENSATORY TIME

Any compensatory time earned prior to or after the date of execution of this Agreement shall be maintained and utilized by the employee, in accordance with the Fair Labor Standards Act (FLSA). Employees may cash in part or all time accumulated on the first and/or second pay of December each year or elect to carry over accrued time year to year. In the event of retirement the employee may elect to use said time or be paid upon retirement. In the event of death, the employees, beneficiary shall be paid for accrued time. If no beneficiary, then it shall be paid according to Article IX; Section 16.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. SAFETY AND WELFARE

The City shall continue to make reasonable provisions for the safety, health and welfare of its employees. Protective devices as required by law to properly protect employees from injury, shall be provided by the City. Employees shall be required to use all safety devices made available to them by the City.

SECTION 2. TRAINING

In training, practice, and demonstration exercises, carried out within the Dept., all measures of safety must be provided by the City, and used by the Division officers, to protect all personnel from burns, cuts, falls, and other accidents which may cause bodily injury or physical harm to those participating in the exercise.

SECTION 3. WEATHER CONDITIONS

No employee shall be subjected to temperature extremes and conditions not conducive to firm footing for the purpose of training, practice, or demonstrations.

SECTION 4. EMPLOYEES SAFETY COMMITTEE

1. There shall be established, and maintained, an "Employee Safety Committee". Said committee shall be comprised of members of the bargaining unit a number agreed upon between the City and the IAFF.
2. The committee's recommendations shall be considered at any time they are submitted. Said recommendations shall be submitted for improvement of tools, equipment, procedures, and other health and safety concerns.
3. Said committee shall meet first with the Fire Chief, and then may schedule to meet with the City Manager and if need be City Council directly.
4. All recommendations shall not become final, until all parties have met to discuss the implementation of the committee's recommendations.

SECTION 5. WORK RULES

Changes in Division rules, and/or work schedules, affected by this Agreement, shall not become effective, until written notification to the bargaining unit, and shall be subject to the grievance procedure.

SECTION 6. EMPLOYEES CIVIL RIGHTS

No employee covered by this Agreement shall have his rights as a citizen of these United States violated by this Agreement, nor his employment within the Division of Fire. Any part of this Agreement, or Division policy, which so does, shall be considered inoperable.

SECTION 7. DUTIES

Duties of the Employees who are members of Local #165 are governed by the Departmental Rule Book.

SECTION 8. HOUSECLEANING

House cleaning shall be limited to routine daily housecleaning, and annual housecleaning, of buildings housing fire apparatus and fire personnel only. It shall not include ceilings or wall washing, grounds maintenance or other labors in areas not occupied by firefighting companies.

SECTION 9. EQUIPMENT MAINTENANCE

Maintenance of fire apparatus shall be limited to normal maintenance.

SECTION 10. FLSA DAYS

Pursuant to the Fair Labor Standards Act (FLSA), the City has established a 212 hour 28 day work cycle. The employees of the Division of Fire covered by this Agreement who work a 24 hour shift typically experience four cycles per year that contain ten (10) tours of duty.

To satisfy the FLSA mandated overtime requirements while maintaining adequate staffing to meet

operational requirements, each member will be given one (1) 24 hour tour off for each of the four (4) cycles.

The four (4) FLSA days will be in addition to, and exclusive of all existing paid time off and will be pro-rated for any member hired during the year.

SECTION 11. PROMOTIONS

All promotions within the Division of Fire, shall be made in accordance with the rules and regulations of the City of Ashtabula Civil Service Commission. The Union shall have the right to negotiate the method, conduct and rating of candidates of promotional examinations. Said negotiations shall be conducted only among representatives of the Union, City Manager and Ashtabula City Civil Service Commission.

SECTION 12. TEMPORARY PROMOTIONS

From time to time vacancies occur in the Department due to illness or injury resulting in extending absence for four (4) weeks or longer (for vacancies due to illness or injury resulting in absence of less than 4 weeks see Article X, Section 5, Temporary Assignments) or when no eligibility list exists when a permanent vacancy occurs.

In these circumstances, temporary promotions shall be made in the following manner:

1. From an eligibility list if one exists.
2. In the event no current eligibility list exists for that rank, the Chief shall post a notice in all Station houses that a vacancy exists within 4 days (excluding Saturday, Sunday and/or all legal holidays) of the occurrence of the vacancy. Anyone desiring to fill the vacancy must sign the list in order to be considered. At the end of the fourth day after the notice is posted, the Chief shall certify to the City Manager the name of the employee with the highest seniority in the next lowest rank who has signed the notice. The temporary promotion shall be made no later than 4:00 p.m. on the fifth day after the posting of the notice.
3. In the event that a temporary promotion to the position of Chief is required, and no current eligibility list exists, the City Manager may appoint an Acting Chief from the Captains rank without resort to the posting procedure outlined in paragraph 2 above.
4. Comp-time payout and retirement pay shall not be paid out at temporary promotional rate.

SECTION 13. SICK LEAVE

All employees covered by this agreement shall be entitled for each completed month of service to sick leave of 14 hours per month for shift employees or 10 hours per month for 40 hour employees with pay.

An employee may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, exposure to contagious disease or death in the employees immediate family.

An employee shall inform the station house 15 minutes prior to the start of the employees shift that the employee is on sick leave.

Unused sick leave shall be cumulative without limit. When an employee uses sick leave, it shall be deducted from the employees credit on the basis of one hour for every one hour of absence from previously scheduled work.

The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided such re-employment takes place within ten years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited the unused balance of his accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

The City Manager shall require an employee to furnish a signed City sick leave form to justify the use of sick leave. If the employee required medical attention and/or the employee is on sick leave for more than 2 consecutive shifts due to employees personal illness, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a sick leave form or a physicians statement shall be grounds for disciplinary action including dismissal. No employee shall engage in any business or other employment while on sick leave. An employee shall be allowed to leave their home for the purpose of seeking medical attention or treatment, purchasing prescriptions, or for physical exercise as prescribed by their physician.

SECTION 14. SICK LEAVE INCENTIVE

Beginning July 1, 2009, and continuing each year thereafter employees who don't use sick leave between July 1st and June 30th (12 month period), shall be paid a sick leave incentive on the first full payroll following June 30th at the following rate:

<u>Hours used</u>	<u>Incentive Pay</u>
0 - 7 (40 hour employee)/0 -23 (24 hr shift employee)	\$400.00/\$800.00
8 -15 (40 hour employee)/24-47 (24 hr shift employee)	\$300.00/\$600.00
16-23 (40 hour employee)/48-71 (24 hr shift employee)	\$200.00/\$400.00
24-31 (40 hour employee)/72-95 (24 hr shift employee)	\$100.00/\$200.00

Effective January 1, 2013, and in each year thereafter, employees will be paid the following incentive pay for non-use of sick leave during the period of July 1 of the preceding year June 30 of the year in which the incentive is paid:

<u>Hours used</u>	<u>Incentive Pay</u>
0 – 15 (40 hour employee)/0 -47 (24 hr shift employee)	\$300.00/\$600.00
16 -31 (40 hour employee)/48-95 (24 hr shift employee)	\$200.00/\$400.00

Payments shall be made with the first full pay period in July.

If any employee retires, leaves the fire department for any reason other than just cause or dies, the sick leave incentive pay shall be prorated upon such reason as above.

SECTION 15. SICK LEAVE PAID UPON RETIREMENT OR SEPARATION

a. For purposes of this section, "retirement" shall mean a voluntary withdrawal from employment with the City accompanied by a change in an employee's status to "retired" with the Public Employees Retirement System or Ohio Police & Fire Pension Fund due to either (1) age and years of service, or (2) disability. No payment of accumulated sick leave shall be made to any employee who voluntarily resigns or quits without a change in his or her PERS/OPFPF status, or who is terminated by the employer for just cause. No payment of accumulated sick leave shall be made to any person on layoff status unless such person retires due to age and years of service, or due to disability, while on layoff. An employee whose job is abolished but who does not yet qualify for PERS retirement will not be eligible to receive any payment of accumulated sick leave.

i. Existing employees having at least 19 years of service with the City as of May 1, 2012, are entitled

to be paid 100% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 50% of the accumulated amount in excess of 960 hours.

- ii. Existing employees having at least 14 years of service with the City as of May 1, 2012, are entitled to be paid 90% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iii. Existing employees having at least 9 years of service with the City as of May 1, 2012, are entitled to be paid 75% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iv. Existing employees with less than 9 years of service with the City as of May 1, 2012, are entitled to be paid 60% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- v. Employees hired after May 1, 2012 are entitled to be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement.

b. Terminal payments of sick leave which total \$15,000 or more shall be made in not more than two (2) equal payments, to-wit: half within 30 days of the effective date of retirement, and the balance within 335 days thereafter. Otherwise, payment shall be made within 30 days of the effective date of retirement.

c. "Sick leave" as used herein shall mean sick leave which accrued during service with the City of Ashtabula. Sick time which was accumulated with another public employer and transferred to the City shall be subject to payment upon retirement at a maximum rate of 25% of the amount so transferred. Any terminal payment of transferred sick leave shall not serve to increase the limitations as to maximum payout set forth above.

d. Payment of sick leave shall be made at the average regular hourly rate (40 hour work week assumed) received by the employee during the twelve months immediately preceding the effective date of his or her retirement.

e. Commitment Incentive Program (CIP): Prior to September 1, any member of the bargaining unit who intends to retire in the following year shall submit written notice to the City. Said notice shall include the date the employee plans to begin his or her terminal leave and the actual date of retirement. In return for this commitment, the City shall pay an additional 5% of the amount of the sick leave payment the employee would otherwise be entitled to receive as of retirement date. (Example: if an employee who would otherwise receive a terminal payment of \$8,000 participated in the CIP, the payment would increase to \$8,400.) Any employee rescinding his or her notice of retirement shall permanently forfeit eligibility for this incentive, and upon retirement such employee shall be paid out at the rate otherwise applicable were it not for this CIP. Each employee shall be given one (1) opportunity to participate in the CIP.

SECTION 15A: SICK LEAVE BUYOUT PROGRAM

a. Beginning in 2013, Employees with 10 or more years of continuous service with the City, and at least 960 hours of accumulated sick time are eligible for payment of up to 160 hours of their accumulated sick time. The employee has the option of a cash payment or deferring payment into their deferred compensation account. The hours converted to cash or deferred compensation shall be deducted from the amount of terminal benefit the employee is entitled to receive upon retirement as defined above. Notice of participation must be given prior to July 1, and payment shall be made prior to December 1 at the average regular hourly rate received by the employee during the 12 months immediately preceding the date notice is given. The total of all payments made under this program cannot exceed the maximum terminal benefit payable upon retirement, or 960 hours, whichever is less.

b. This provision replaces and supersedes any and all other or prior sick leave bonus programs. Persons who have previously participated in other sick leave buyout programs prior to May 1, 2012, shall be eligible to participate.

SECTION 16. SICK LEAVE PAY UPON DEATH

In the case of death of an employee his unused sick leave shall be paid in accordance to a regular retirement as shown in Section 15, to the beneficiary designated to the City or designated in the employee's life insurance contract. If no beneficiary is designated, the payment for unused sick leave shall be paid to the surviving spouse of the employee; if none, then to the surviving children; if none then to the estate of the employee.

SECTION 17. SICK LEAVE CONVERSION

Beginning May, 1991, all employees shall be charged sick leave on the basis of one hour for each hour used. As of the above date all sick days accumulated by shift employees or past shift employees shall be converted to hours by taking the total number of sick days accumulated until May 1, 1991, and multiplying by 60%, then multiplying that sum by 24 to convert sick days to sick hours (Example: 100 days times 60% equals 60 times 24 equals sick time hours). All sick time earned after May 1, 1991, shall accumulate at the rates in Section 13. All sick time used after May 1, 1991, shall also be charged as in Section 13.

SECTION 18. SERVICE CONNECTED INJURY

For necessary absence from duty due to any service connected injury as distinguished from illness, full time employees shall be compensated at their regular rate for not more than 120 calendar days per injury.

If injured while on duty and the employee is sent home by a licensed physician, Fire Chief, or acting Chief, the employee shall receive his regular pay for the balance of their shift.

For loss time exceeding 120 days, the employee shall have the option to use his sick leave, vacation, personal days, holidays or compensatory time. During the time lost due to injury for which the employee is receiving pay from the City, he shall not suffer any loss of benefits or pension accumulation. After this time is used, the employee shall file for Workers Compensation lost time benefits.

The City Manager may at any time require proof satisfactory to him that the injury is service connected and that the benefits herein provided should continue.

Employees on Worker's Compensation will participate in the return to work transitional work program.

SECTION 20. FUNERAL LEAVE

All employees covered by this agreement shall be granted up to two (2) consecutive 24 hour shifts for line employees or five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days leave with pay. For the purpose of this section an employees immediate family shall include: spouse, mother, father, stepparents, children, brother, sister, mother-in-law, father-in-law, stepchildren and grandchildren.

An employee shall be granted one (1) 24 hour shift (line employee) or three (3) consecutive 8 or 10 hour work days leave with pay for the employee's: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, including those of their spouse, or any other relative residing in the household of the employee.

SECTION 21. LONGEVITY PAY

Longevity shall be considered as length of service in the Division of Fire and shall be compensated in accordance with the following formula, and be paid annually on December 1st. For the purpose of calculating longevity an employee's anniversary date shall be January 1st of each succeeding year. If an employee is separated from service, retires or dies prior to his anniversary date he shall be paid longevity prorated to include the time from his actual anniversary date to the date of his separation, retirement or death. All within 30 days. Longevity rates and methods of computation shall apply in case of employee layoffs.

Effective 5/1/2010 and each year thereafter, longevity shall be as follows: All employees, covered under this agreement, shall receive eighty dollars (\$80.00) per each year of service. An employee must have a minimum of five (5) years to be eligible. Furthermore, all longevity rates shall be subject to pension.

Examples: 5 years=\$400.00
 8 years=\$640.00
 16 years=\$1280.00
 25 years=\$2000.00
 32 years=\$2560.00

SECTION 22. HOLIDAYS

All employees covered by this Agreement shall receive compensation for the following Legal Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Columbus Day
- Veterans Day
- Christmas Day
- 5 Personal Days

The employees of the Division of Fire covered by this Agreement shall be allowed to take off their choosing, within reason, a tour of duty for each of the holidays mentioned.

The allotted time off as specified in this section shall not reduce the daily minimal manning as noted in Section 34.

Holidays shall not be determined by seniority. Any employee whose tour of duty begins on any of the Holidays listed under Section 22 (excluding Personal days) of this Article, shall be compensated at 1 1/2 times his regular rate for such tour of duty. Employees unable to use their Personal days or Holidays, earned to separation date, due to retirement, death, or other reasons, shall receive pay in lieu of such Personal days or Holidays. Employees are not entitled to pay for Holidays that fall after separation date.

SECTION 23. VACATION

All full time employees covered by this Agreement shall be allowed vacation leave with pay after the completion of one (1) year of employment at the rate of two (2) weeks per year. After the first such vacation, the anniversary date shall be January 1st of each succeeding year. All employees who have reached their sixth (6th) anniversary date with the City shall receive three (3) weeks of paid vacation per year thereafter. All

employees who have reached their eleventh (11th) anniversary date shall receive four (4) weeks vacation with pay per year thereafter. All employees who have reached their eighteenth (18th) anniversary date shall receive five (5) weeks vacation with pay per year thereafter. All employees who have reached their Twenty-fifth (25) anniversary date shall receive six (6) weeks vacation per year with pay thereafter. Any employee covered by this Agreement shall, at his request, and if absent because of sickness, injury or disability in excess of the time herein authorized, be allowed to have such excessive time charged to his vacation and/or Holiday leave within that year. Each week of vacation for line personnel equals three (3) consecutive tours of duty.

Senior employees of each platoon of the Division of Fire covered by this Agreement shall have first choice in selecting their vacation not to exceed two (2) weeks vacation. Dates for vacation leave shall start being picked on December 1st of the preceding year and be completed by Dec. 31st. Any members not choosing their Dates within 48 hours of receiving the vacation calendar shall be bypassed to the next senior member.

After all eligible employees have chosen their two (2) weeks vacation, those employees having additional vacation time due them shall again choose their vacation time, not to exceed two weeks. The senior employee on each platoon shall again have first pick.

After all employees have picked their third and/or fourth vacation weeks, an employee entitled to additional vacation leave may pick his remaining time. Again the senior employee on the platoon shall have first pick.

An employee covered by this Agreement who, due to a manpower shortage and/or extended sickness or injury, is unable to take the vacation he selected, and is unable to find a suitable time to reschedule his vacation time, shall receive up to six (6) weeks pay in lieu of vacation time off, or they may carry over up to 12 weeks in 1 week increments, with the approval of the City Manager. These weeks shall be banked in the employees name, and if used the oldest hours must be used first. An employee may elect to use his accumulated vacation time prior to his retirement date or be paid straight time in lieu of time off. In the event of an employees death payment shall be as in Article IX; Section 16.

If member is transferred to a different crew than he picked vacation on, his remaining vacation week(s) shall be transferred to new crew in the same time frame originally picked. Vacation time shall be placed in appropriate shifts regardless of how many members are already scheduled off and no member of the shift shall be displaced.

SECTION 24. COMPENSATION FOR USE OF EMPLOYEES CAR

Compensation for the use of an employee's vehicle for use on City business or for use for attending seminars, courses or other functions authorized by the City, shall be paid at the rate as set by the IRS.

SECTION 25. EDUCATIONAL BENEFITS

A. An employee covered by this Agreement attending any educational seminar, convention, or advanced education course or college deemed by the City Manager to be beneficial to the Division of Fire shall, upon successful completion of such courses or seminars or conventions, be reimbursed the full amount said employee was required to pay in fees and for texts. With the City Manager's approval the fees may be paid in advance. Choice of schools shall be at the option of the individual.

B. In addition, beginning 5/1/89, and each year thereafter employees who complete or have completed approved college level Fire Tech Courses shall receive \$5.00 per month per course (maximum of 15 courses) added to their base pay monthly.

C. Beginning 5/1/91, and each year thereafter employees who become or have become qualified as Firefighter I; and/or 11; and/or III shall receive the following incentive as reflected in the salary schedule.

D. Effective 5-1-91, EMT-A, A-EMT-A and EMT-P incentive pay shall be as reflected in the salary schedule if employees are certified in any of the following categories.

E. Beginning May 1, 1991, and each year thereafter employees who become qualified as a Hazardous Materials First Responder (Operations Level) shall receive incentive pay as reflected in the salary schedule. As of May 1, 1991 all new employees as a condition of employment shall maintain this level of training. Beginning May 1, 1991, and each year thereafter an employee who becomes qualified as a Hazardous Materials Technician shall receive incentive pay as reflected in the salary schedule. For the purpose of the Haz Mat Technician section, effective May 1, 2000, the twenty (20) most senior members wishing to attain this level, shall be allowed to attain this level. Effective May 1, 2001, the twenty-two (22) most senior members wishing to attain this level, shall be allowed to attain this level. Effective May 1, 2002, all members shall be allowed to attain this level.

SECTION 26. COURT LEAVE

The City shall grant court leave with full pay to any employee who:

- 1) is summoned for jury duty by a court of competent jurisdiction,
- or 2) is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel attendance of witnesses, where the employee is not a party to the action, but involves Fire Department related business.

Any compensation or reimbursement (other than mileage) for jury duty or for a court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the City.

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party, shall be granted vacation, personal, holiday leave or compensatory time, or may be granted an unpaid leave of absence. Such instances would include, but not limited to criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

SECTION 27. UNEMPLOYMENT COMPENSATION

The laws of the State of Ohio regarding unemployment compensation shall be applicable to employees who become furloughed from City employment.

SECTION 28. CIVIL SERVICE

Any employee covered by this Agreement shall also continue to be covered by the Civil Service Laws of the State of Ohio and the City.

SECTION 29. TRADING TIME

With the approval of the Officer-in Charge of his crew, any employee covered by this Agreement shall be allowed to trade time. Time exchanged shall be repaid within one (1) year of such trade.

SECTION 30. VOTING

Any employee on duty and covered by this Agreement shall be allowed up to one (1) hour off for the purposes of voting in any State, Local or Federal election

SECTION 31. THREE PLATOON SYSTEM

It shall be the duty of the Fire Chief to divide the officers and employees in the Division of Fire with the exception of the Fire Inspection Bureau, into three working shifts known as the Three Platoon System, so that each platoon shall be alternately on duty 24 hours and off duty 48 hours, for an average 53 hour work week. 53 hour work week is obtained by City FLSA policy.

SECTION 32. FIRE PREVENTION BUREAU WORK WEEK

Effective May 1, 2012, Fire Prevention Bureau employees shall work a 10-hour day, 40-hour week. Any member working in the Fire Prevention Bureau in excess of 40 hours per week shall be paid at time and one-half (1.5x) of his or her base rate for such time worked in excess of 40 hours per week.

SECTION 32A. FIRE PREVENTION BUREAU

If vacancy occurs in the Fire Prevention Bureau, the Chief shall appoint a member to the position using the following criteria in order:

1. Interest in position
2. Qualifications
3. Rank
4. Seniority

The member appointed to the Bureau shall enter the position of Inspector at the rank he currently holds, provided he is not currently in the top position of a promotional list. If he currently is in the top position of a promotional list, he shall be promoted to that rank in the bureau.

The member appointed to the Bureau is permitted to take promotional exam that he is eligible for. If member reaches top position, either by scoring number 1 or through members above him being promoted, he shall be promoted to that rank in the Bureau.

SECTION 33. CREW TRANSFERS

Crew transfers shall be posted by November 1st of each year, other than transfers to cover extended sick leave, injury time, retirement, death or persons quitting the Division of Fire. See Section 12.

SECTION 34. MINIMUM MANNING

There shall be a daily minimal manning requirement of five (5) fire suppression personnel per shift at Fire Station #1; additionally 1 (one) Inspector shall work a 40 hour week at Station #1.

The City further agrees that when a fire company or companies are on a call and the OIC feels that they will be out of service longer than 1 hour, four (4) personnel will be called in to man the station. OIC may call in additional crew(s) if needed.

SECTION 35. RESIDENCY

Effective 5/1/2012, all employees as a condition of employment shall maintain residency in Ashtabula County or any adjacent county in the State of Ohio. All newly hired employees shall comply with the residency requirement, prior to the expiration of their probationary period.

SECTION 36. CONTRACTING OUT

The City agrees that services which have been traditionally provided by the Fire Department shall not be contracted out to any organization.

SECTION 37. DISCIPLINE

Section 1.

No employee shall be disciplined, reduced in pay or position, suspended or removed except for just cause.

Section 2.

a. Discipline will be applied in a corrective, progressive and uniform manner.

b. Progressive discipline shall take into account the nature of the violation, the employee's discipline record and the employee's record of performance and conduct.

c. Whenever the Employer and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing shall be scheduled within fifteen (15) calendar days of the Employer's discovery of the alleged misconduct. In the event the Employer or the Union cannot schedule said hearing in the time limits set in this paragraph, the Employer or Union shall request the additional time needed. Said request for additional time shall not be unreasonably denied by the Employer or the Union. The pre-disciplinary hearing procedure shall be as follows:

1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the hearing. The employee with the Union's Approval shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.

2. The hearing shall be conducted before a "neutral" hearing officer selected by the Employer, who shall be an administrator who is not involved in any of the events giving rise to the alleged offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.

3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

Section 3. The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 4. Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspensions of less than 3 days	18 months
Suspensions of 3 days or more	24 months

Section 5. An employee may inspect his own personal "Personnel File" as set forth in this Agreement.

Section 6. As used in this article, "Days" shall mean calendar days.

**ARTICLE X
WAGES AND BENEFITS**

SECTION 1. This yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a ten (10%) decrease and a six and 1/2 percent (6.5%) rank differential effective May 1, 2012, and each year thereafter, for all employees, hired after May 1, 2012, covered by this Agreement shall be as follows:

Rank	2012 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$38,048.8258	\$38,507.6407	\$38,966.4555	\$39,425.2704	\$38,966.4555	\$39,884.0852
FF EMT-A	\$39,149.9815	\$39,608.7963	\$40,067.6111	\$40,526.4260	\$40,067.6111	\$40,985.2408
FF AEMT-A	\$39,608.7963	\$40,067.6111	\$40,526.4260	\$40,984.3275	\$40,526.4260	\$41,444.0556
FF EMT-P	\$40,159.3741	\$40,618.1889	\$41,077.0038	\$41,535.8186	\$41,077.0038	\$41,994.6334
FF 1st	\$40,521.9995	\$41,010.6373	\$41,499.2751	\$41,987.9129	\$41,499.2751	\$42,875.3916
FF EMT-A	\$41,694.7302	\$42,183.3680	\$42,672.0058	\$43,160.6437	\$42,672.0058	\$44,059.1339
FF AEMT-A	\$42,183.3680	\$42,672.0058	\$43,160.6437	\$43,648.3088	\$43,160.6437	\$44,552.3598
FF EMT-P	\$42,769.7334	\$43,258.3712	\$43,747.0090	\$44,235.6468	\$43,747.0090	\$45,144.2309
Engineer	\$43,155.9295	\$43,676.3288	\$44,196.7280	\$44,717.1273	\$44,196.7280	\$45,662.2920
Eng. EMT-A	\$44,404.8877	\$44,925.2870	\$45,445.6862	\$45,966.0855	\$45,445.6862	\$46,922.9776
Eng. AEMT-A	\$44,925.2870	\$45,445.6862	\$45,966.0855	\$46,485.4489	\$45,966.0855	\$47,448.2632
Eng. EMT-P	\$45,549.7661	\$46,070.1653	\$46,590.5646	\$47,110.9639	\$46,590.5646	\$48,078.6060
Lieutenant	\$45,961.0649	\$46,515.2901	\$47,069.5153	\$47,623.7405	\$47,069.5153	\$48,630.3410
LT. EMT-A	\$47,291.2054	\$47,845.4306	\$48,399.6558	\$48,953.8810	\$48,399.6558	\$49,972.9711
LT. AEMT-A	\$47,845.4306	\$48,399.6558	\$48,953.8810	\$49,507.0031	\$48,953.8810	\$50,532.4003
LT. EMT-P	\$48,510.5009	\$49,064.7261	\$49,618.9513	\$50,173.1765	\$49,618.9513	\$51,203.7153
Captain	\$48,948.5341	\$49,538.7840	\$50,129.0338	\$50,719.2837	\$50,129.0338	\$51,791.3132
Capt. EMT-A	\$50,365.1338	\$50,955.3836	\$51,545.6335	\$52,135.8833	\$51,545.6335	\$53,221.2142
Capt. AEMT-A	\$50,955.3836	\$51,545.6335	\$52,135.8833	\$52,724.9583	\$52,135.8833	\$53,817.0063
Capt. EMT-P	\$51,663.6834	\$52,253.9333	\$52,844.1831	\$53,434.4330	\$52,844.1831	\$54,531.9568

Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2/H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$39,425.2704	\$40,342.9000	\$39,884.0852	\$40,801.7149	\$40,342.9000	\$41,260.5297
FF EMT-A	\$40,526.4260	\$41,444.0556	\$40,985.2408	\$41,902.8705	\$41,444.0556	\$42,361.6853
FF AEMT-A	\$40,985.2408	\$41,902.8705	\$41,444.0556	\$42,361.6853	\$41,902.8705	\$42,820.5001
FF EMT-P	\$41,535.8186	\$42,453.4483	\$41,994.6334	\$42,912.2631	\$42,453.4483	\$43,371.0780
FF 1st	\$41,987.9129	\$42,965.1885	\$42,476.5507	\$43,453.8263	\$42,965.1885	\$43,942.4641
FF EMT-A	\$43,160.6437	\$44,137.9193	\$43,649.2815	\$44,626.5571	\$44,137.9193	\$45,115.1949
FF AEMT-A	\$43,649.2815	\$44,626.5571	\$44,137.9193	\$45,115.1949	\$44,626.5571	\$45,603.8327
FF EMT-P	\$44,235.6468	\$45,212.9224	\$44,724.2846	\$45,701.5602	\$45,212.9224	\$46,190.1980
Engineer	\$44,717.1273	\$45,757.9258	\$45,237.5265	\$46,278.3250	\$45,757.9258	\$46,798.7243
Eng. EMT-A	\$45,966.0855	\$47,006.8840	\$46,486.4847	\$47,527.2833	\$47,006.8840	\$48,047.6825
Eng. AEMT-A	\$46,486.4847	\$47,527.2833	\$47,006.8840	\$48,047.6825	\$47,527.2833	\$48,568.0818
Eng. EMT-P	\$47,110.9639	\$48,151.7624	\$47,631.3631	\$48,672.1616	\$48,151.7624	\$49,192.5609
Lieutenant	\$47,623.7405	\$48,732.1910	\$48,177.9658	\$49,286.4162	\$48,732.1910	\$49,840.6414
LT. EMT-A	\$48,953.8810	\$50,062.3315	\$49,508.1063	\$50,616.5567	\$50,062.3315	\$51,170.7819
LT. AEMT-A	\$49,508.1063	\$50,616.5567	\$50,062.3315	\$51,170.7819	\$50,616.5567	\$51,725.0071
LT. EMT-P	\$50,173.1765	\$51,281.6269	\$50,727.4017	\$51,835.8521	\$51,281.6269	\$52,390.0773
Captain	\$50,719.2837	\$51,899.7834	\$51,309.5335	\$52,490.0332	\$51,899.7834	\$53,080.2831
Capt. EMT-A	\$52,135.8833	\$53,316.3830	\$52,726.1332	\$53,906.6329	\$53,316.3830	\$54,496.8827
Capt. AEMT-A	\$52,726.1332	\$53,906.6329	\$53,316.3830	\$54,496.8827	\$53,906.6329	\$55,087.1326
Capt. EMT-P	\$53,434.4330	\$54,614.9327	\$54,024.6828	\$55,205.1825	\$54,614.9327	\$55,795.4324

**ARTICLE X
WAGES AND BENEFITS**

SECTION 1A. This yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a three (3%) increase and a six and 1/2 percent (6.5%) rank differential effective May 1, 2012, and each year thereafter, for all employees, hired prior to May 1, 2012, covered by this Agreement shall be as follows:

Rank	2012 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$43,544.7673	\$44,069.8554	\$44,594.9435	\$45,120.0316	\$44,594.9435	\$45,645.1197
FF EMT-A	\$44,804.9788	\$45,330.0669	\$45,855.1550	\$46,380.2430	\$45,855.1550	\$46,905.3311
FF AEMT-A	\$45,330.0669	\$45,855.1550	\$46,380.2430	\$46,904.2859	\$46,380.2430	\$47,430.4192
FF EMT-P	\$45,960.1726	\$46,485.2607	\$47,010.3488	\$47,535.4368	\$47,010.3488	\$48,060.5249
FF 1st	\$46,375.1772	\$46,934.3960	\$47,493.6149	\$48,052.8337	\$47,493.6149	\$49,068.5037
FF EMT-A	\$47,717.3024	\$48,276.5212	\$48,835.7400	\$49,394.9588	\$48,835.7400	\$50,423.2310
FF AEMT-A	\$48,276.5212	\$48,835.7400	\$49,394.9588	\$49,953.0645	\$49,394.9588	\$50,987.7007
FF EMT-P	\$48,947.5838	\$49,506.8026	\$50,066.0214	\$50,625.2402	\$50,066.0214	\$51,665.0643
Engineer	\$49,389.5637	\$49,985.1318	\$50,580.6998	\$51,176.2679	\$50,580.6998	\$52,257.9564
Eng. EMT-A	\$50,818.9270	\$51,414.4951	\$52,010.0631	\$52,605.6312	\$52,010.0631	\$53,700.7410
Eng. AEMT-A	\$51,414.4951	\$52,010.0631	\$52,605.6312	\$53,200.0137	\$52,605.6312	\$54,301.9012
Eng. EMT-P	\$52,129.1767	\$52,724.7448	\$53,320.3128	\$53,915.8809	\$53,320.3128	\$55,023.2935
Lieutenant	\$52,599.8854	\$53,234.1654	\$53,868.4453	\$54,502.7253	\$53,868.4453	\$55,654.7236
LT. EMT-A	\$54,122.1573	\$54,756.4373	\$55,390.7172	\$56,024.9972	\$55,390.7172	\$57,191.2892
LT. AEMT-A	\$54,756.4373	\$55,390.7172	\$56,024.9972	\$56,658.0146	\$56,024.9972	\$57,831.5248
LT. EMT-P	\$55,517.5732	\$56,151.8532	\$56,786.1332	\$57,420.4131	\$56,786.1332	\$58,599.8076
Captain	\$56,018.8779	\$56,694.3861	\$57,369.8943	\$58,045.4024	\$57,369.8943	\$59,272.2806
Capt. EMT-A	\$57,640.0975	\$58,315.6057	\$58,991.1139	\$59,666.6220	\$58,991.1139	\$60,908.7229
Capt. AEMT-A	\$58,315.6057	\$58,991.1139	\$59,666.6220	\$60,340.7856	\$59,666.6220	\$61,590.5739
Capt. EMT-P	\$59,126.2155	\$59,801.7236	\$60,477.2318	\$61,152.7400	\$60,477.2318	\$62,408.7951
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$45,120.0316	\$46,170.2078	\$45,645.1197	\$46,695.2959	\$46,170.2078	\$47,220.3840
FF EMT-A	\$46,380.2430	\$47,430.4192	\$46,905.3311	\$47,955.5073	\$47,430.4192	\$48,480.5954
FF AEMT-A	\$46,905.3311	\$47,955.5073	\$47,430.4192	\$48,480.5954	\$47,955.5073	\$49,005.6835
FF EMT-P	\$47,535.4368	\$48,585.6130	\$48,060.5249	\$49,110.7011	\$48,585.6130	\$49,635.7892
FF 1st	\$48,052.8337	\$49,171.2713	\$48,612.0525	\$49,730.4901	\$49,171.2713	\$50,289.7090
FF EMT-A	\$49,394.9588	\$50,513.3965	\$49,954.1777	\$51,072.6153	\$50,513.3965	\$51,631.8341
FF AEMT-A	\$49,954.1777	\$51,072.6153	\$50,513.3965	\$51,631.8341	\$51,072.6153	\$52,191.0529
FF EMT-P	\$50,625.2402	\$51,743.6779	\$51,184.4591	\$52,302.8967	\$51,743.6779	\$52,862.1155
Engineer	\$51,176.2679	\$52,367.4040	\$51,771.8359	\$52,962.9720	\$52,367.4040	\$53,558.5400
Eng. EMT-A	\$52,605.6312	\$53,796.7673	\$53,201.1992	\$54,392.3353	\$53,796.7673	\$54,987.9033
Eng. AEMT-A	\$53,201.1992	\$54,392.3353	\$53,796.7673	\$54,987.9033	\$54,392.3353	\$55,583.4714
Eng. EMT-P	\$53,915.8809	\$55,107.0169	\$54,511.4489	\$55,702.5850	\$55,107.0169	\$56,298.1530
Lieutenant	\$54,502.7253	\$55,771.2852	\$55,137.0052	\$56,405.5652	\$55,771.2852	\$57,039.8451
LT. EMT-A	\$56,024.9972	\$57,293.5571	\$56,659.2772	\$57,927.8371	\$57,293.5571	\$58,562.1170
LT. AEMT-A	\$56,659.2772	\$57,927.8371	\$57,293.5571	\$58,562.1170	\$57,927.8371	\$59,196.3970
LT. EMT-P	\$57,420.4131	\$58,688.9730	\$58,054.6931	\$59,323.2530	\$58,688.9730	\$59,957.5330
Captain	\$58,045.4024	\$59,396.4187	\$58,720.9106	\$60,071.9269	\$59,396.4187	\$60,747.4351
Capt. EMT-A	\$59,666.6220	\$61,017.6383	\$60,342.1302	\$61,693.1465	\$61,017.6383	\$62,368.6547
Capt. AEMT-A	\$60,342.1302	\$61,693.1465	\$61,017.6383	\$62,368.6547	\$61,693.1465	\$63,044.1628
Capt. EMT-P	\$61,152.7400	\$62,503.7563	\$61,828.2481	\$63,179.2644	\$62,503.7563	\$63,854.7726

**ARTICLE X
WAGES AND BENEFITS**

SECTION 2. This yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a two (2%) increase and a six and 1/2 percent (6.5%) rank differential effective May 1, 2013, and each year thereafter, for all employees, hired prior to May 1, 2012, covered by this Agreement shall be as follows:

Rank	2013 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$44,415.6627	\$44,951.2526	\$45,486.8424	\$46,022.4323	\$45,486.8424	\$46,558.0221
FF EMT-A	\$45,701.0783	\$46,236.6682	\$46,772.2581	\$47,307.8479	\$46,772.2581	\$47,843.4378
FF AEMT-A	\$46,236.6682	\$46,772.2581	\$47,307.8479	\$47,842.3717	\$47,307.8479	\$48,379.0276
FF EMT-P	\$46,879.3760	\$47,414.9659	\$47,950.5557	\$48,486.1456	\$47,950.5557	\$49,021.7354
FF 1st	\$47,302.6807	\$47,873.0840	\$48,443.4872	\$49,013.8904	\$48,443.4872	\$50,049.8738
FF EMT-A	\$48,671.6484	\$49,242.0516	\$49,812.4548	\$50,382.8580	\$49,812.4548	\$51,431.6956
FF AEMT-A	\$49,242.0516	\$49,812.4548	\$50,382.8580	\$50,952.1258	\$50,382.8580	\$52,007.4547
FF EMT-P	\$49,926.5355	\$50,496.9387	\$51,067.3419	\$51,637.7450	\$51,067.3419	\$52,698.3656
Engineer	\$50,377.3550	\$50,984.8344	\$51,592.3138	\$52,199.7932	\$51,592.3138	\$53,303.1156
Eng. EMT-A	\$51,835.3056	\$52,442.7850	\$53,050.2644	\$53,657.7438	\$53,050.2644	\$54,774.7558
Eng. AEMT-A	\$52,442.7850	\$53,050.2644	\$53,657.7438	\$54,264.0140	\$53,657.7438	\$55,387.9392
Eng. EMT-P	\$53,171.7603	\$53,779.2397	\$54,386.7191	\$54,994.1985	\$54,386.7191	\$56,123.7594
Lieutenant	\$53,651.8831	\$54,298.8487	\$54,945.8142	\$55,592.7798	\$54,945.8142	\$56,767.8181
LT. EMT-A	\$55,204.6005	\$55,851.5660	\$56,498.5316	\$57,145.4971	\$56,498.5316	\$58,335.1149
LT. AEMT-A	\$55,851.5660	\$56,498.5316	\$57,145.4971	\$57,791.1749	\$57,145.4971	\$58,988.1553
LT. EMT-P	\$56,627.9247	\$57,274.8903	\$57,921.8558	\$58,568.8214	\$57,921.8558	\$59,771.8037
Captain	\$57,139.2555	\$57,828.2738	\$58,517.2922	\$59,206.3105	\$58,517.2922	\$60,457.7263
Capt. EMT-A	\$58,792.8995	\$59,481.9178	\$60,170.9361	\$60,859.9545	\$60,170.9361	\$62,126.8974
Capt. AEMT-A	\$59,481.9178	\$60,170.9361	\$60,859.9545	\$61,547.6013	\$60,859.9545	\$62,822.3854
Capt. EMT-P	\$60,308.7398	\$60,997.7581	\$61,686.7764	\$62,375.7948	\$61,686.7764	\$63,656.9710
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$46,022.4323	\$47,093.6120	\$46,558.0221	\$47,629.2018	\$47,093.6120	\$48,164.7917
FF EMT-A	\$47,307.8479	\$48,379.0276	\$47,843.4378	\$48,914.6175	\$48,379.0276	\$49,450.2073
FF AEMT-A	\$47,843.4378	\$48,914.6175	\$48,379.0276	\$49,450.2073	\$48,914.6175	\$49,985.7972
FF EMT-P	\$48,486.1456	\$49,557.3253	\$49,021.7354	\$50,092.9151	\$49,557.3253	\$50,628.5050
FF 1st	\$49,013.8904	\$50,154.6967	\$49,584.2936	\$50,725.0999	\$50,154.6967	\$51,295.5031
FF EMT-A	\$50,382.8580	\$51,523.6644	\$50,953.2612	\$52,094.0676	\$51,523.6644	\$52,664.4708
FF AEMT-A	\$50,953.2612	\$52,094.0676	\$51,523.6644	\$52,664.4708	\$52,094.0676	\$53,234.8740
FF EMT-P	\$51,637.7450	\$52,778.5514	\$52,208.1482	\$53,348.9546	\$52,778.5514	\$53,919.3578
Engineer	\$52,199.7932	\$53,414.7520	\$52,807.2726	\$54,022.2314	\$53,414.7520	\$54,629.7108
Eng. EMT-A	\$53,657.7438	\$54,872.7026	\$54,265.2232	\$55,480.1820	\$54,872.7026	\$56,087.6614
Eng. AEMT-A	\$54,265.2232	\$55,480.1820	\$54,872.7026	\$56,087.6614	\$55,480.1820	\$56,695.1408
Eng. EMT-P	\$54,994.1985	\$56,209.1573	\$55,601.6779	\$56,816.6367	\$56,209.1573	\$57,424.1161
Lieutenant	\$55,592.7798	\$56,886.7109	\$56,239.7454	\$57,533.6765	\$56,886.7109	\$58,180.6420
LT. EMT-A	\$57,145.4971	\$58,439.4283	\$57,792.4627	\$59,086.3938	\$58,439.4283	\$59,733.3594
LT. AEMT-A	\$57,792.4627	\$59,086.3938	\$58,439.4283	\$59,733.3594	\$59,086.3938	\$60,380.3250
LT. EMT-P	\$58,568.8214	\$59,862.7525	\$59,215.7869	\$60,509.7181	\$59,862.7525	\$61,156.6836
Captain	\$59,206.3105	\$60,584.3471	\$59,895.3288	\$61,273.3654	\$60,584.3471	\$61,962.3838
Capt. EMT-A	\$60,859.9545	\$62,237.9911	\$61,548.9728	\$62,927.0094	\$62,237.9911	\$63,616.0277
Capt. AEMT-A	\$61,548.9728	\$62,927.0094	\$62,237.9911	\$63,616.0277	\$62,927.0094	\$64,305.0461
Capt. EMT-P	\$62,375.7948	\$63,753.8314	\$63,064.8131	\$64,442.8497	\$63,753.8314	\$65,131.8681

**ARTICLE X
WAGES AND BENEFITS**

SECTION 3. This yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a three (3%) increase and a six and 1/2 percent (6.5%) rank differential effective May 1, 2014, and each year thereafter, for all employees, hired prior to May 1, 2012, covered by this Agreement shall be as follows:

Rank	2014 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$45,748.1326	\$46,299.7901	\$46,851.4477	\$47,403.1052	\$46,851.4477	\$47,954.7628
FF EMT-A	\$47,072.1107	\$47,623.7682	\$48,175.4258	\$48,727.0833	\$48,175.4258	\$49,278.7409
FF AEMT-A	\$47,623.7682	\$48,175.4258	\$48,727.0833	\$49,277.6428	\$48,727.0833	\$49,830.3984
FF EMT-P	\$48,285.7573	\$48,837.4149	\$49,389.0724	\$49,940.7300	\$49,389.0724	\$50,492.3875
FF 1st	\$48,721.7612	\$49,309.2765	\$49,896.7918	\$50,484.3071	\$49,896.7918	\$51,551.3700
FF EMT-A	\$50,131.7979	\$50,719.3132	\$51,306.8285	\$51,894.3438	\$51,306.8285	\$52,974.6465
FF AEMT-A	\$50,719.3132	\$51,306.8285	\$51,894.3438	\$52,480.6896	\$51,894.3438	\$53,567.6783
FF EMT-P	\$51,424.3315	\$52,011.8468	\$52,599.3621	\$53,186.8774	\$52,599.3621	\$54,279.3166
Engineer	\$51,888.6756	\$52,514.3795	\$53,140.0832	\$53,765.7870	\$53,140.0832	\$54,902.2090
Eng. EMT-A	\$53,390.3648	\$54,016.0685	\$54,641.7723	\$55,267.4761	\$54,641.7723	\$56,417.9985
Eng. AEMT-A	\$54,016.0685	\$54,641.7723	\$55,267.4761	\$55,891.9344	\$55,267.4761	\$57,049.5774
Eng. EMT-P	\$54,766.9131	\$55,392.6169	\$56,018.3206	\$56,644.0244	\$56,018.3206	\$57,807.4721
Lieutenant	\$55,261.4396	\$55,927.8141	\$56,594.1887	\$57,260.5632	\$56,594.1887	\$58,470.8526
LT. EMT-A	\$56,860.7385	\$57,527.1130	\$58,193.4875	\$58,859.8621	\$58,193.4875	\$60,085.1684
LT. AEMT-A	\$57,527.1130	\$58,193.4875	\$58,859.8621	\$59,524.9102	\$58,859.8621	\$60,757.7999
LT. EMT-P	\$58,326.7624	\$58,993.1370	\$59,659.5115	\$60,325.8860	\$59,659.5115	\$61,564.9578
Captain	\$58,853.4331	\$59,563.1220	\$60,272.8109	\$60,982.4998	\$60,272.8109	\$62,271.4580
Capt. EMT-A	\$60,556.6865	\$61,266.3753	\$61,976.0642	\$62,685.7531	\$61,976.0642	\$63,990.7043
Capt. AEMT-A	\$61,266.3753	\$61,976.0642	\$62,685.7531	\$63,394.0293	\$62,685.7531	\$64,707.0569
Capt. EMT-P	\$62,118.0020	\$62,827.6909	\$63,537.3797	\$64,247.0686	\$63,537.3797	\$65,566.6801
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$47,403.1052	\$48,506.4203	\$47,954.7628	\$49,058.0779	\$48,506.4203	\$49,609.7354
FF EMT-A	\$48,727.0833	\$49,830.3984	\$49,278.7409	\$50,382.0560	\$49,830.3984	\$50,933.7135
FF AEMT-A	\$49,278.7409	\$50,382.0560	\$49,830.3984	\$50,933.7135	\$50,382.0560	\$51,485.3711
FF EMT-P	\$49,940.7300	\$51,044.0450	\$50,492.3875	\$51,595.7026	\$51,044.0450	\$52,147.3601
FF 1st	\$50,484.3071	\$51,659.3376	\$51,071.8224	\$52,246.8529	\$51,659.3376	\$52,834.3682
FF EMT-A	\$51,894.3438	\$53,069.3743	\$52,481.8591	\$53,656.8896	\$53,069.3743	\$54,244.4049
FF AEMT-A	\$52,481.8591	\$53,656.8896	\$53,069.3743	\$54,244.4049	\$53,656.8896	\$54,831.9202
FF EMT-P	\$53,186.8774	\$54,361.9080	\$53,774.3927	\$54,949.4233	\$54,361.9080	\$55,536.9386
Engineer	\$53,765.7870	\$55,017.1946	\$54,391.4908	\$55,642.8984	\$55,017.1946	\$56,268.6022
Eng. EMT-A	\$55,267.4761	\$56,518.8837	\$55,893.1799	\$57,144.5875	\$56,518.8837	\$57,770.2912
Eng. AEMT-A	\$55,893.1799	\$57,144.5875	\$56,518.8837	\$57,770.2912	\$57,144.5875	\$58,395.9950
Eng. EMT-P	\$56,644.0244	\$57,895.4320	\$57,269.7282	\$58,521.1358	\$57,895.4320	\$59,146.8396
Lieutenant	\$57,260.5632	\$58,593.3122	\$57,926.9377	\$59,259.6868	\$58,593.3122	\$59,926.0613
LT. EMT-A	\$58,859.8621	\$60,192.6111	\$59,526.2366	\$60,858.9856	\$60,192.6111	\$61,525.3602
LT. AEMT-A	\$59,526.2366	\$60,858.9856	\$60,192.6111	\$61,525.3602	\$60,858.9856	\$62,191.7347
LT. EMT-P	\$60,325.8860	\$61,658.6351	\$60,992.2605	\$62,325.0096	\$61,658.6351	\$62,991.3841
Captain	\$60,982.4998	\$62,401.8775	\$61,692.1887	\$63,111.5664	\$62,401.8775	\$63,821.2553
Capt. EMT-A	\$62,685.7531	\$64,105.1308	\$63,395.4420	\$64,814.8197	\$64,105.1308	\$65,524.5086
Capt. AEMT-A	\$63,395.4420	\$64,814.8197	\$64,105.1308	\$65,524.5086	\$64,814.8197	\$66,234.1975
Capt. EMT-P	\$64,247.0686	\$65,666.4464	\$64,956.7575	\$66,376.1352	\$65,666.4464	\$67,085.8241

SECTION 4. PENSION PICK-UP

Effective May 1, 2003, members shall pay a total of eight percent (8%) of pensionable wages to pension board. The City agrees to pick-up the additional two percent (2%). Effective May 1, 2004, members shall pay a total of six percent (6%) of pensionable wages to pension board. The City agrees to pick-up the additional two percent (2%). Effective May 1, 2005, and each year thereafter, members shall pay a total of three percent (3%) of pensionable wages to pension board. The City agrees to pick-up the additional three percent (3%).

Effective October 1, 2012, the City will continue to pay the employer's share of the State-required Ohio Police and Fire Pension Fund contribution, and shall also pay (pickup) five per cent (5%) of the employee's share. All prior or other pickup programs are replaced by this provision.

SECTION 5. TEMPORARY ASSIGNMENTS

From time to time temporary vacancies occur in the Department due to sickness, injury, vacations, holidays or absences due to Department or Union business (including conferences, meetings, and conventions) or other reasons.

Any employee covered by this Agreement who is temporarily assigned by a senior officer, Fire Chief or the City Manager to duty in a position (Chief, Captain, Lieutenant, Engineer) other than his normal position and such assignment is not in the nature of a temporary promotion as defined in Article IX, Section 12, shall receive the pay of the new position for the duration of the assignment.

Temporary assignments shall be by seniority within each Station except that the City Manager may assign a temporary Chief from the rank of Captain regardless of seniority.

SECTION 6. PAY AFTER PROMOTION

Upon promotion, the employee of the Division of Fire being promoted shall receive the pay for the position to which he is being promoted beginning on the effective date of his appointment to such position.

SECTION 7. UNIFORM ALLOWANCE

All new employees to the Division of Fire shall, upon initial appointment have the City furnish the following uniforms: 1 uniform cap; 1 black uniform tie; 1 uniform blouse; 1 uniform winter coat; 1 pair uniform trousers; 2 uniform shirts (1 short sleeve and 1 long sleeve); 1 pair black uniform shoes; 4 pairs work uniform trousers; 4 work uniform shirts (2 short sleeve and 2 long sleeve); 1 utility jacket with liner, 5 uniform T-shirts and 3 uniform sweatshirt and any other uniforms deemed necessary by the Fire Chief. The City shall also furnish new employees with the following: fire helmets, coats, boots, safety glasses, bunker pants and gloves. Firefighters will be re-issued the above named equipment when needed due to wear or accidental damage. In the event that a new employee does not complete the probationary period, uniforms and furnished equipment will be returned to the Fire Chief by that employee. Employees of the Division of Fire promoted to an officers position or from one officers position to another shall, within fifteen (15) working days of his appointment to such position be granted an additional allowance of four hundred-ten dollars (\$410.00). Employees working in the Fire Inspection and Arson Investigation Unit shall receive a five hundred-fifty (\$550.00) uniform allowance each year, payable no later than February 1st of each year. All other employees of the Division of Fire shall receive a uniform allowance of five hundred-fifty (\$550.00) each year, payable by no later than February 1st of each year. Employees of the bargaining unit shall also receive a uniform maintenance allowance of two hundred-fifty (\$250.00) each year, payable on or about February 1st of each year. New members of the Department shall be paid a uniform maintenance allowance based upon a proration of their months service. When changes in uniform are dictated by the Employer, the change shall be furnished by the Employer.

SECTION 8. HOSPITALIZATION PLAN

a. **Summary of Benefits:** to the extent possible, the benefit plans obtained by the City during the period this Agreement is in effect shall provide the levels of benefits, deductibles and co-payments reflected in the two (2) documents attached hereto entitled "Your Summary of Benefits" and "Your Anthem Benefits". The parties acknowledge that the City purchases insurance coverage on a year-to-year basis, and that the level of benefits available may be subject to changes in the insurance industry, federal regulation, etc. The agreement of the parties as to health insurance coverage and medical benefits is subject at all times to applicable state and federal laws and regulations and shall be construed accordingly. This portion of the agreement may become subject to or be affected by amendments to such laws or regulations, or by new legislation. Any material terms of this agreement which are clearly inconsistent with or invalidated by such amendments or new legislation or which would cause one or both of the parties hereto to be in violation of law, shall be deemed to be superseded by such amendment or new legislation. In such event the parties agree to utilize their best efforts to modify the terms and conditions hereof to be consistent and compliant with such amendments or new legislation. In the event of such an amendment or new legislation so affecting the terms of this agreement, either party may give written notice to the other advising the other of such change and proposing amendments to this portion of the agreement (dealing with health insurance coverage and medical benefits consistent with this paragraph. In the event the parties do not reach agreement upon the requested modification within 60 days after such notice is given, either party may request binding arbitration, unless the agreement as to health insurance coverage and medical benefits would expire earlier by its terms.

b. **HSA plan:** Effective January 1, 2013, the employer's contribution to a Health Savings Account (HSA) will be \$1500 per employee per year for single plans and \$3000 per employee per year for family plans. The City will continue to pay the premium for the high-deductible insurance policy covering each employee/family. For new hires the foregoing payment shall be pro-rated for the year of hire.

c. **Non-HSA plan (PPO):** commencing with the first full pay period in June, 2012, employees who participate will pay a contribution toward premiums of \$30 per two-week pay period for a single plan and \$75 per pay for a family plan. The amount of such contribution shall be adjusted each plan year to reflect any increase in premiums. Example: if in the plan year commencing June of 2013 the plan experienced a 10% increase in premiums, the contribution for a single plan would increase to \$33 per pay, and to \$82.50 per pay for a family plan.

d. **Vision, Dental and Life:** the City will pay the cost of one (1) vision and one (1) dental coverage plan premium. The City will continue to pay the offered life insurance policy premium.

e. **Stipend in lieu of insurance:** A full time employee who is covered under a policy of health insurance not paid or provided by the City of Ashtabula may waive coverage under the City's health plans, in which case such employee shall receive a stipend of \$200 per two-week pay period during which the waiver is in effect (e.g., \$5200 per average calendar year).

f. **Health Benefits Committee:** A Health Benefits Committee (HBC) shall be formed within 90 days of the effective date of this Agreement. The HBC shall be composed of one member of AFSCME Local No. 1197, one member of FOP Lodge No. 26, one member of IAFF Local No. 165, one person chosen by the employees of the City who are not covered by a collective bargaining agreement, and one person selected by the City Manager, who will act as the chairperson of the HBC. Three members of the HBC will constitute a quorum for a meeting. The HBC shall meet as needed, minimizing meetings during work hours to the extent possible, and shall research, review, and assess available medical benefits options with the mission of formulating recommendations to the Manager and City Council on medical benefits alternatives which meet the following three criteria: (1) provide an acceptable level of health coverage to the employees of the City; (2) reduce or control the cost of medical benefits; and (3) are not unduly burdensome from an administrative perspective. Recommendations of the HBC shall be forwarded to the Manager by February 15 of each year, or 75 days prior to the renewal date of the current health insurance plan, whichever date is earlier.

SECTION 9. PAYDAYS

Paydays for the Division of Fire shall be every two (2) weeks on Friday. Should such payday fall on a holiday, the payday shall be the preceding day.

SECTION 10. LIFE INSURANCE

The City shall allow Local #165 to provide its members with Life Insurance. The City shall pay Local #165 the amount of \$13.50 per member per month on the first pay of each month for the Life Insurance premium. It shall be the responsibility of Local #165 to provide said Insurance and pay any additional premium.

SECTION 12. IMMUNIZATIONS

All Employees shall receive the following immunization from the City health department at no cost to the employee:

- *Flu Vaccination yearly
- *Hepatitis B vaccination and follow up as recommended by the City health dept doctor.
- *Pneumonia Vaccine as above
- *Tetanus as above.

**ARTICLE XI
DRUG AND ALCOHOL POLICY**

SECTION 1. PURPOSE OF POLICY

The City and Union recognize illegal drug usage as a threat to the public welfare and the employees of the department. Thus, the City will take the necessary steps, including drug testing, to eliminate illegal drug usage. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs or alcohol.

The City of Ashtabula will attempt to deter alcohol and drug abuse by:

1. Prevention through education;
2. Detection through testing;
3. Assistance when appropriate;
4. Rehabilitation when appropriate; and
5. Disciplinary action when appropriate.

SECTION 2. INFORMING EMPLOYEES ABOUT DRUG TESTING

All employees will be fully informed of the City's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, the employer shall inform the employees of how the tests are conducted, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him.

SECTION 3. PROHIBITED ACTIVITIES

The City of Ashtabula expressly prohibits its employees, while working or while driving a City vehicle, or while driving any other vehicle on City's working hours:

- A. Being under the influence of alcohol, an intoxicant, or an illegal drug or narcotic. Doctor prescribed medications are exempt from this section;
- B. Having, possessing, selling, giving or circulating drugs or sources of drugs, intoxicants, illegal drugs or narcotics to other employees or to anyone else;
- C. Using or possessing alcohol without authorization; or
- D. Having illegal drugs or their metabolites in their system.

"Legal or Illegal drug" or "drugs" includes, but is not limited to, any of the following substances: Marijuana; Cocaine; Opiates; Phencyclidine (PCP); Amphetamines; Methaqualone; Barbiturates; Benzodiazepines; Methadone; and Propoxyphene. The City of Ashtabula drug tests check for all of the above.

SECTION 4. TESTING OCCASIONS

All prospective employees (No.1) or current employees (Nos. 2-5) will be tested for alcohol and/or drugs in the following circumstances:

1. **PRE-EMPLOYMENT** - All applicants who have been extended a formal offer of full-time or part-time employment will be required to submit a urine specimen for analysis. Any applicant who has a confirmed positive, or has, or engages in any activity listed under Section 3, will have the offer of employment withdrawn.
2. **FOR CAUSE** - Employees who exhibit specific, objective, clearly identifiable and well documented behavior and/or through reliable report which lead the Chief to form a reasonable suspicion of the individual employee's substance abuse (such as slurred speech, disorientation, falling asleep, other performance impairing characteristics or any other action, such as a pattern of property damage and/or information provided by a reliable, credible source) may be tested for substance abuse. In addition to a drug test, a blood test may also be utilized to test for blood/alcohol levels.
3. **POST ACCIDENT** - Any employee who is involved in: an accident in which injury to self or injury to another or a vehicular accident (in an occupied or moving vehicle) shall be tested for drug abuse using the general drug-testing procedures and may be tested for alcohol impairment or intoxication, utilizing a blood-alcohol test. The vehicular portion of this policy shall apply to accidents which occur during the use of: a City's vehicle at any time, or a personal vehicle or a rental vehicle used on City's time. This policy may be suspended on a case-by-case basis for vehicle accidents, of (a) in the Chiefs written opinion; the accident is immediately and beyond a shadow of a doubt determined to be non-preventable or unavoidable (and, for the purpose of post-accident testing, rear-end accidents are not automatically presumed to be "unavoidable" or "non-preventable") or, (b) if the cost of testing, on balance, exceed the value of the vehicle. A drug test shall be used, a blood test may also be used. ..
4. **ON A RANDOM BASIS FOLLOWING REHABILITATION** - Random drug and/or alcohol testing up to six (6) times per year with a minimum of four (4) test in the first year from the date of return to duty will be used for post-rehabilitation follow-up of all employees who have attended a substance-abuse rehabilitation program for a period of up to two years after successful completion of the program. The first follow up test will serve as a "return to duty" test and occurs before the employee resumes work activities and following a leave associated with a policy violation.
5. **RANDOM DRUG AND ALCOHOL TESTING** - A scientifically valid method shall be used to randomly select all employees for testing. Such testing for drugs and alcohol shall be conducted randomly, at any time. An employee selected for random testing must proceed immediately to the testing site.

Local #165 members will only participate in RANDOM DRUG AND ALCOHOL TESTING after RANDOM DRUG AND ALCOHOL TESTING program has been implemented City wide and includes all City employees (including all appointed positions and all union and non-union employees). Members shall only be requested to report to testing site while on duty.

SECTION 5. DISCIPLINE

The first time an employee tests positive for drugs or alcohol, he will be given the option of participating in a rehabilitation program. Employees who do not choose the option of rehabilitation will be discharged. An employee who tests positive for drugs or alcohol a second time, within a two year period, will be terminated.

Further, any employee who fails to report to a designated collection site, refuses to provide a specimen at the collection site, intentionally fails to provide a sufficient quantity of urine (at least 60 milliliters), or tampers, adulterates or substitutes urine samples will be terminated.

SECTION 6. APPEAL

An employee who believes his test results are erroneous may appeal as provided by Union Contract. An employee, after receiving a confirmed positive test result, may elect to have the original sample re-tested at his own expense. The only issue that may be considered in the appeal is whether the test results are erroneous.

SECTION 7. APPLICABILITY

The Drug and Alcohol Testing Policies do not supersede or override the Union Agreement, or other rules and policies of the City. They are not intended to create an express or implied contract of employment between the employee and the City. Nor do these policies create any right of continuing employment for a City employee.

SECTION 8. CONSENT

Employees who work for the City will be deemed to have given their consent to cooperate in our effort to maintain a work place free from the effect of drugs and alcohol through the use and enforcement and related City policies and procedures.

SECTION 9. DRUG-FREE WORKPLACE ACT

As required by the Drug-Free Work place Act of 1989, any employee convicted of a criminal drug statute because of a work-related incident must notify the Chief of that conviction no later than five days after such conviction, provided he is still employed by the City at that time. The Chief shall immediately notify the City Manager of any reported conviction

SECTION 10. URINE COLLECTION

Urine Collection shall be conducted in a manner which provides a high degree of security for the sample and freedom for adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biological testing of the samples shall be conducted to prevent the submission of fraudulent samples. The following collection procedures shall be followed and proof of these procedures shall be furnished to the IAFF 165 Executive Board prior to commencement of testing covered under this document:

1. Federal Department of Health and Human Services (DHHS)-approved testing protocol, including the use of split specimens.
2. DHHS-approved chain-of-custody
3. DHHS-approved collection site and personnel
4. EMIT drug screen (preliminary test)
5. GC/MS (confirmatory test)

6. MRO review, interview and ruling on any positive test
7. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
8. If an employee has two diluted tests, the City of Ashtabula will require a blood drug test.

SECTION 11. DRUG TESTING PROCEDURES

The testing shall be done by a laboratory certified by the DHHS to conduct substance abuse testing. The following standards are the current Bureau of Worker's Compensation standards and shall be used. In the event the BWC changes their standards, the Union agrees to open this section to negotiations.

DRUG TESTING STANDARDS

<u>DRUG</u>	<u>EMIT SCREENING TEST</u> (ng/ml)	<u>CONFIRMATION</u> (ng/ml GC/MS)
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Cannabinoids	50	15
Cocaine	300	150
Methadone	300	300
Opiates	2000	2000
Phencyclidine	25	25
Propoxyphene	300	300

All samples tested will first be screened using an EMIT test or its equivalent. If, on the initial screening, the sample tests positive, it will be verified using a gas chromatography/mass spectrometry (GC-MS). A drug test shall be considered positive in accordance with the regulations of the National Institute on Drug Abuse.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. No records of unconfirmed positive tests shall be released or retained by the laboratory.

All results shall be evaluated by a Medical Review Officer. The MRO shall be identified to the Union Executive Board prior to beginning testing. The MRO shall report positive results only after discounting any possible legitimate medical explanations.

SECTION 12. BREATH ALCOHOL TESTING

Testing for breath alcohol content shall be conducted by a facility, operator and machine approved by the NHTSA. At .02% breath alcohol content (BAC) on the initial screening, it is required that a confirmatory test be done. The confirmatory test shall be conducted as follows:

1. Using a federally approved and qualifying evidentiary breath test.
2. Administered by a qualifying breath alcohol technician
3. If the confirmatory EBT testing machine is not available or reasonably accesible, employee shall submit to a urine or blood test.

Alcohol testing confirmed at .04% shall be considered a positive test. Positive BAC test shall be treated the same as a positive drug testing.

SECTION 13. IMPLEMENTATION AND EFFECTIVE DATE

These policies will be effective as soon as they are explained to you by the Fire Chief and are posted.

SECTION 14. EMPLOYEE BENEFITS

The City of Ashtabula has benefits available for employees who require drug or alcohol rehabilitation. Please refer to your Group Program.

SECTION 15. AVAILABILITY OF TEST RESULTS

Any person who has been tested may obtain, by written request to the City a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

SECTION 16. CONFIDENTIALITY

The MRO shall release test results to the City Manager, any person authorized, in writing, by the member in question and as required by a Court of Law. Any records regarding testing of employees shall be placed in a separate file within the member's medical record. These files shall only be released publicly when directly requested (as drug testing results) under the Freedom of Information Act. Any such request must be presented in writing and be in accordance with applicable federal and state statutes.

SECTION 17. THE RIGHT TO CHANGE POLICY

The policies as set forth herein may be changed by the City with consent from the Union from time to time and at any time. Any new policy will be effective as of the day it is posted. No manager, supervisor or other employee has the authority to enter into any agreement contrary to, or in conflict with, the policies.

SECTION 18. DUTY ASSIGNMENT

No employee shall be demoted or transferred on the basis of one test result although the employee shall be re-evaluated for his duty assignment. When undergoing treatment and evaluation employees shall receive the usual compensation and fringe benefits provided at their assigned position.

SECTION 19. DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up care is completed, and the end of five (5) years the records of treatment and positive drug test results shall be destroyed. The employee shall be given a fresh start with a clean administrative record. Negative test results shall remain in employee's file for two (2) years, then shall be destroyed.

SECTION 20. RIGHT OF UNION PARTICIPATION

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

SECTION 21. UNION HELD HARMLESS

This drug testing program is solely initiated at the behest of the employer. The City of Ashtabula shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement related to drug testing. The Union shall be held harmless for the violation or any worker rights arising from the administration of the drug testing program.

SECTION 22. CONFLICT WITH OTHER LAWS

This article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

CONTINUATION OF SERVICES

The services performed by City employees included in this Division of Fire are essential to the public health, safety and welfare. Employees may be required to go through picket lines where an emergency exists, or is believed to exist, to protect the public health, safety and welfare. Steps will be taken by the City to insure that firefighters will not be considered or used as strikebreakers and that firefighters will be properly protected from bodily harm.

SAVINGS CLAUSE

If any article or section of this Agreement or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. It is the intent of the parties that should any article or section of this Agreement be held invalid or inoperable, that section or article shall be renegotiated in an attempt to provide validity, operability or acceptability to such section or article.

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of May 1, 2012, and shall remain in full force and effect until April 30, 2015.

SECTION 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, nor later than sixty (60) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

SECTION 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior agreement, either oral or written, are hereby canceled. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

SECTION 4. This Agreement shall remain in full force and effect during the period of negotiations of a new Agreement. Subsequent contracts shall be retroactive to expiration date of the previous contract.

CONFLICTING LAWS, RULES AND REGULATIONS

Upon the completion of negotiations of this Agreement the Council of the City of Ashtabula shall take steps necessary to change, alter, or strike all ordinances, rules and regulations in conflict with the final negotiated agreement between Local #165 IAFF and the City of Ashtabula, and draw up such ordinances as they deem necessary to cover all points contained in this document within sixty (60) days of completion of negotiations.

Your Summary of Benefits



City of Ashtabula
 Blue Access® (PPO)
 Effective 06/01/2011

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$250/\$500	\$500/\$1,000
Out-of-Pocket Limit (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> • Allergy Injections (PCP and SCP) \$5 40% • Allergy Testing 20% 40% • MRAs, MRIs, PETs, C-Scans, Nuclear Cardiology Imaging Studies, and non-maternity related Ultrasounds 20% 40% 		
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCP) \$15/\$15 40% • Other Outpatient Services @ Hospital/Alternative Care Facility 20% 40% 		
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> • Facility/other covered services (copayment waived if admitted) \$75 \$75 Urgent Care Center Services \$35 \$35		
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 20% 40% 		
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> • 90 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 90 days for skilled nursing facility 	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> • Surgery and administration of general anesthesia 20% 40% 		
Blue 3.0		

Anthem Blue Cross and Blue Shield is the policyowner of Commonwealth Insurance Company, an indirect subsidiary of The Blue Crossed Insurance Association, which is a subsidiary of The Anthem Insurance Association.

City of Ashtabula 1/1/2010 Onfile 10/1/11 PPO of Health & Life

Your Summary of Benefits

City of Astoria - Blue Access 10 PPO Benefit Summary (continued)

Category	Network	Non-Network
<p>Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to:</p> <ul style="list-style-type: none"> • Non Surgical Outpatient Services for example: MRI, C-Scan, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services 90 visits (includes IV Therapy) • Durable Medical Equipment and Orthotics • Prosthetic Devices • Prosthetic Limbs • Physical Medicine Therapy Day • Rehabilitation programs • Hospice Care • Ambulance Services 	20%	40%
<p>Outpatient Therapy Services (Combined Network & Non-Network limits)</p> <ul style="list-style-type: none"> • Physician Home and Office Visits (PCP/SCNP) • Other Outpatient Services @ • Hospital/Alternative Care Facility • Physical Therapy: No visit limit • Occupational Therapy: No visit limit • Speech therapy: No visit limit 	\$16/\$15 20%	40% 40%
<p>Behavioral Health:</p> <ul style="list-style-type: none"> • Mental Illness and Substance Abuse: • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCNP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	20% 20% \$16/\$15 20%	40% 40% 40% 40%
<p>Human Organ and Tissue Transplants¹</p> <ul style="list-style-type: none"> • Acquisition and transplant procedures, harvest and storage. 	No copayment/coinsurance	50%
<p>Prescription Drugs⁴</p> <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Audem Rx Direct Mail Services: (90-day supply) Includes diabetic test strip 	\$10/\$20/\$30 \$20/\$40/\$60	50%, min \$30 ⁵ Not covered
<p>Medicare Rx - W/rap</p>	Unlimited	Unlimited
<p>Lifetime Maximum:</p>	Unlimited	Unlimited

Your Anthem Benefits



City of Ashtabula Lumenos Health Savings Accounts Option E10 Summary of Benefits, Effective 06/01/2011

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Benefit Details	Network	Non-Network
Deductible The single deductible applies to family coverage. Network and Non-Network deductibles are combined. (This only applies to embedded deductible designs).	Single: \$3,000 Family: \$6,000	Single: \$3,000 Family: \$6,000
Out-of-Pocket Limit	Single: \$3,000 Family: \$6,000	Single: \$6,000 Family: \$12,000
Physician Home and Office Services (PCPOCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) • Including Office Surgeries, allergy serum, allergy injections and allergy testing	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Maintenance Training and Caries Medical Nutritional Therapy (Network only) • Physician Home and Office Visits (PCPOCP) • Other Outpatient Services @ Hospital/Alternative Care Facility	No Cost Share No Cost Share	30% 30%
Emergency and Urgent Care • Emergency Room Services @ Hospital (facility/other covered services) (equipment waived if available) • Urgent Care Center Services	0% 0%	0% 0%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	0%	30%
Inpatient Facility Services Unlimited days except for: • 90 days Network/Non-Network combined for physical rehabilitation (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 100 days Network/Non-Network combined for skilled nursing facility	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	0%	30%
Other Outpatient Services (including but not limited to): • Non Surgical Outpatient Services For example: MRI's, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 100 visits (includes IV Therapy) • Durable Medical Equipment and Orthotics (Network/Non-network combined) unlimited benefit maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices unlimited benefit maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	0% 0%	30% 0% 0%

City of Ashtabula 06/01/2011 P&P CM Plan 3.0 Lumenos HSA-Sub-OP Planed E10

Anthem Blue Cross and Blue Shield is the fully owned subsidiary of Anthem Company. An independent review of the Plan was performed by Milliman, Inc. All other services are based on the actual contract.

City of Astabula - Lamson 3.0 H.S.A. Benefit Summary (continued)

Category	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: 20 visits • Occupational therapy: 20 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits	0% 0%	30% 30%
Behavioral Health Services • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility, Outpatient Professional	0% 0% 0% 0%	30% 30% 30% 30%
Human Organ and Tissue Transplants • Acquisition and transplant procedures, harvest and storage.	0%	30%
Prescription Drugs • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Anthem Rx Direct Mail Service: (30-day supply) Includes diabetic test strip Medicare Rx - Mail	0% 0%	30% ¹ Not covered

City of
 Growth
 Anthem
 A40. A
 member
 for any
 condition.
 Quantile
 plan to
 member
 Employ
 member
 Health:
 This cost
 the total
 Reserve
 This cost
 contain
 this cost

- Notes:**
- All deductibles and co-payments apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
 - Deductibles apply to covered services listed with a percentage. (4) co-payments including prescription drugs.
 - Network and non-network deductibles are combined. Network and non-network co-payments and out-of-pocket maximums are separate and do not accumulate toward each other.
 - Dependent Age: to end of the month in which the child attains age 26.
 - GR covers co-payments up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
 - PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
 - SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
 - Benefit period = calendar year.

¹We encourage you to contact Our Medical Health Subcommittee to ensure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.
²The non-network Marketplace health supplies not covered except diabetic test strips.

Prescription:
 • Members are encouraged to always obtain prior approval when using non-network providers. Prescription will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Condition Period:
 We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to ERISA portability requirements and exclude Members under age 19):

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Certain information may not be used as a condition in the absence of a diagnosis.

SECTION	PAGE
ARBITRATION PROCEDURE	6
BUSINESS, GOV'T DUTY	11
CALL-IN RATE	10
CITY LIST OF EMPLOYEES	2
CIVIL SERVICE	19
CLASSIFICATIONS	2
COMMITTEES/REPRESENTATIVES	5
COMPENSATION FOR USE OF EMPLOYEES CAR	18
COMPENSATORY TIME	11
CONTINUATION OF SERVICES	36
CONTRACTING OUT	21
COURT LEAVE	19
CREW TRANSFERS	20
DISCIPLINE	21
DRUG AND ALCOHOL POLICY	30-35
DURATION OF AGREEMENT	36
DUTIES	12
EARLY RESPONSE	10
EDUCATIONAL BENEFITS	18
EMPLOYEES CIVIL RIGHTS	12
EMPLOYEES SAFETY COMMITTEE	12
EQUIPMENT MAINTENANCE	12
FAIR SHARE FEE	3
FIRE PREVENTION BUREAU	20
FIRE PREVENTION BUREAU WORK WEEK	20
FIRE STATION USE	4
FIRE WATCH	11
FLSA DAYS	12
FUNERAL LEAVE	16
GRIEVANCE COMMITTEE	5
GRIEVANCE PROCEDURE	5
HEALTH INSURANCE SPECIFICATIONS	37-40
HOLDOVER	10
HOLIDAYS	17
HOSPITALIZATION PLAN	28
HOUSECLEANING	12
IMMUNIZATIONS	29
INSURANCE, CHARITY DEDUCTIONS	2
LAYOFF AND RECALL	8
LIFE INSURANCE	29

SECTION	PAGE
LONGEVITY PAY	17
MANAGEMENT RIGHTS	3
MILITARY DUTY	8
MINIMUM MANNING	20
OVERTIME DISTRIBUTION	10
OVERTIME RATE	11
PAY AFTER PROMOTION	27
PAYDAYS	29
PENSION PICK-UP	27
PLEDGE AGAINST DISCRIMINATION AND COERCION	3
PRIVATE DUTY	11
PROBATIONARY PERIOD	7
PROMOTIONS	13
REPRESENTATIVES	2
RESIDENCY	21
SAFETY AND WELFARE	11
SAVINGS CLAUSE	36
SENIORITY	8
SERVICE CONNECTED INJURY	16
SICK LEAVE	13
SICK LEAVE BUYOUT PROGRAM	15
SICK LEAVE CONVERSION	16
SICK LEAVE INCENTIVE	14
SICK LEAVE PAID UPON RETIREMENT OR SEPARATION	14
SICK LEAVE PAY UPON DEATH	16
TEMPORARY ASSIGNMENTS	27
TEMPORARY PROMOTIONS	13
THREE PLATOON SYSTEM	20
TIME OFF FOR NEGOTIATING	4
TIME OFF FOR UNION BUSINESS	4
TRADING TIME	19
TRAINING	11
TRAINING, COURT, ETC	9
UNEMPLOYMENT COMPENSATION	19
UNIFORM ALLOWANCE	27
UNION AND CREDIT UNION DEDUCTIONS	2
UNION ASSISTANCE	4
UNION BULLETIN BOARD	4
VACANCIES CREATED BY MILITARY LEAVE	8
VACATION	17

SECTION	PAGE
VISITATION OF UNION REPRESENTATIVES	4
VOTING	20
WAGES	23-26
WEATHER CONDITIONS	12
WORK RULES	12

SIGNATURE PAGE

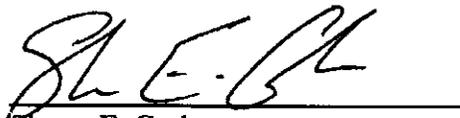
Entered into and agreed to this 17th day of May, 2012.

For the City of Ashtabula


James Timonere
City Manager, City of Ashtabula


Michael Franklin
City Solicitor, City of Ashtabula

For IAFF Local #165


Shawn E. Gruber
President, IAFF #165


Jeffery Workman
Secretary, IAFF #165

APPROVED AS TO FORM AND CORRECTNESS:


Michael Franklin
City Solicitor, City of Ashtabula

STATE OF OHIO
TREASURER'S OFFICE

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ASHTABULA, OHIO
AND

LOCAL 1197 OF THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO

RECEIVED

FEB 04 2013

CITY AUDITOR
CITY OF ASHTABULA

Current Language:

ARTICLE XX
CONVERSION OF SICK LEAVE

Section 2. Deferring Sick Pay Into Ohio Deferred Compensation Fund

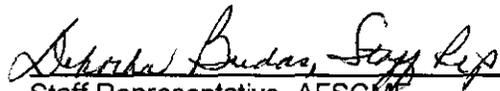
- A. Employees with 10 or more years of continuous service with the City, and at least 960 hours of accumulated sick time are eligible for a cash payment or contribution to Deferred Compensation of up to 160 hours of their accumulated sick time. The hours converted to cash shall be deducted from amount of the terminal benefit the employee is entitled to receive upon retirement as defined above. Notice of participation must be given prior to July 1, and payment shall be made prior to December 1 at the average regular hourly rate received by the employee during the 12 months immediately preceding the date notice is given. The total of all payments made under this program cannot exceed the maximum terminal benefit payable upon retirement, or 960 hours, whichever is less.
- B. This provision replaces and supersedes any and all other or prior sick leave bonus programs. Persons who have previously participated in other sick leave buyout programs prior to May 1, 2012, shall be eligible to participate.

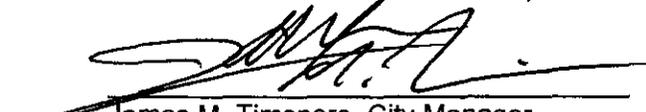
Suggested MOU:

"The Union agrees that its members shall forgo buying out sick time or deferring sick pay into the Ohio Deferred Compensation Fund until the beginning of 2014." (JANUARY 7, 2014)

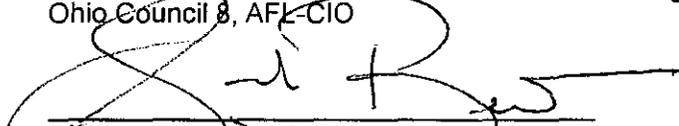
FOR THE UNION:

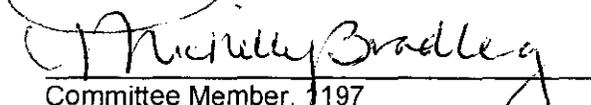
FOR THE CITY OF ASHTABULA, OHIO:


Staff Representative, AFSCME
Ohio Council 8, AFL-CIO


James M. Timonere, City Manager
City of Ashtabula

Approved as to form and correctness:


President, Local 1197


Committee Member, 1197

Committee Member, 1197

Committee Member, 1197


Michael Franklin, City Solicitor
City of Ashtabula

RECEIVED

FEB 05 2013

CITY AUDITOR
CITY OF ASHTABULA

STATE RELATIONS
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF ASHTABULA, OHIO

2013 APR 11 10 3: 54

AND

LOCAL 1197 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, OHIO COUNCIL 8, AFL-CIO

THIS MEMORANDUM OF UNDERSTANDING, entered into this 4th day of February, 2012, by between and the CITY OF ASHTABULA, OHIO and LOCAL 1197 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO.

It is understood the City of Ashtabula has agreed to forgo the language of the contract which states the following and accept this MOU on the date stated above:

"A dress code/uniform policy will be created by Management and the Union on or before September 30, 2012. If an agreement to the terms of the dress code/uniform policy cannot be reached, the clothing allowance will be \$200.00 effective January 1, 2013 and thereafter."

In conjunction with a clothing allowance, the City of Ashtabula is providing a dress code for employees eligible for such allowance. Employees of AFCME Local 1197 may choose to opt out of receiving this allowance and although you will be expected to dress appropriately for work, you will not have to follow the guidelines included in this dress code. Employees must opt out by February 5, 2013. If an employee is paid the clothing allowance and decides to opt out, the City will deduct the clothing allowance payment from the employee's paycheck following the notice to opt out.

Your pride in both yourself and as a representative of the City of Ashtabula is reflected in your appearance and image you create. The City's business image is important and we request you maintain standards of dress and appearance appropriate to the City as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness, and professional behavior standards contribute to the professional image we present to our residents, customers and visitors. Therefore, while performing duties for the City of Ashtabula, you are expected to dress in attire appropriate to the business environment and to behave in a professional and businesslike manner at all times to best represent our City.

Appropriate Business Attire/Appearance For Clerical Personnel Includes:

- For men, traditional attire includes a business suit, dress pants, jacket or blazer, long sleeve button down dress shirt and tie. If a long sleeve button down shirt and tie are worn, a suite jacket or blazer is optional.

- For women, traditional attire includes a business suit, jacket or blazer with a sweater or blouse, along with a skirt or pants. Business type dresses or coordinated ensembles are also considered traditional attire for women.
- For men, relaxed business attire includes dress or sport shirts with collars bearing the City of Ashtabula logo or Department logo and/or ties, polo shirts bearing the City of Ashtabula logo or Department logo, sweaters bearing the City of Ashtabula logo or Department logo, tailored slacks, khakis/chinos, dress corduroy slacks, and business shoes including socks.
- For women, relaxed business attire includes dress shirts bearing the City of Ashtabula logo or Department logo, polo shirts bearing the City of Ashtabula logo or Department logo, blouses bearing the City of Ashtabula logo or Department logo, sweaters bearing the City of Ashtabula logo or Department logo, traditional split skirts, casual dresses, skirt outfits, tailored slacks, khakis/chinos, dress corduroy slacks or stirrup pants if of dress slack material, business shoes (heels, flats or other casual shoes).
- Friday dress down day: Jeans may be worn with tennis shoes as long as they are clean and free of holes or fraying in conjunction with dress or sport shirts with collars bearing the City of Ashtabula logo or Department logo, polo shirts bearing the City of Ashtabula logo or Department logo, sweaters bearing the City of Ashtabula logo or Department logo or sweatshirts (no hoodies) bearing the City of Ashtabula logo or Department logo.

Inappropriate Attire or Appearance For Clerical Personnel Includes:

- Overalls, Blue jean clothing of any color or style, casual shorts, leggings, jogging or sweat suits.
- Sweat shirts (unless they bear the City of Ashtabula logo or Department logo), T-shirts, tank tops, oversized shirts.
- Sundresses, tank tops, exceptionally short dresses/skirts or crop tops.
- Clothing made of flannels, leathers, or spandex.
- Tennis shoes, sandals or thongs.
- Any clothing item displaying an offensive comment or graphic illustration; logo clothing including sport teams, cartoon characters, etc., unless otherwise specified.
- Dirty, ragged, ungroomed, or sexually provocative, revealing, or see through clothing or appearance.

Appropriate Attire/Appearance For Non-Clerical Personnel Includes:

- Employees in this category are to adhere to all OSHA and OBWC Safety Standards with regard to Personal Protective Equipment.
- Bright clothing and/or reflective vests should be worn at all times when working on or near roadways and/or vehicular traffic.
- T-Shirts, long sleeve T-Shirts and sweatshirts which are bright in color and which may or may not bear the City of Ashtabula logo.
- Denim pants or pants classified as work pants.
- Work boots or industrial work shoes with appropriate socks.

Inappropriate Attire or Appearance For Non-Clerical Personnel Includes:

- Shorts, leggings, jogging or sweat suits.
- Dark clothing which makes you hard to identify in low light situations.
- Sundresses, tank tops, capri pants (or pedal pushers) or other trendy wear including exceptionally short dresses/skirts or crop tops.
- Footwear without socks and any other footwear such as tennis shoes, sandals or thongs.
- Any clothing item displaying an offensive comment or graphic illustration; logo clothing including sport teams, cartoon characters, etc., unless otherwise specified.
- Dirty, ragged, ungroomed, or sexually provocative, revealing, or see through clothing or appearance.

If an employee is unclear about our dress and appearance guidelines, they are encouraged to consult with their supervisor and/or our Human Resources staff. If an employee reports to work in questionable attire or appearance, a notification and/or discussion will occur with the employee to advise and counsel them regarding the inappropriateness of the attire. Depending upon the circumstance the employee may also be sent home and directed to return to work in proper attire. Any work time lost will be expected to be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed may be disciplined up to and including termination.

Guidelines:

- Employees may dress according to the requirements of their position; however our beliefs regarding business appropriate dress is business is always first. This means employees should keep their day's schedule in mind. We recognize different levels of dress may be appropriate for different occasions. As a general rule, when meeting with residents, business prospects, or outside visitors, traditional business attire should always be worn except where it doesn't make good business sense.
- All employees should judge their business attire for meetings and contacts outside of the office by the type of function that will be attended. Also, on occasion there may be a specific business reason to require all employees dress in traditional business attire. In such instance this will be communicated to employees in advance and they will be required to dress accordingly.

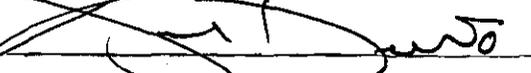
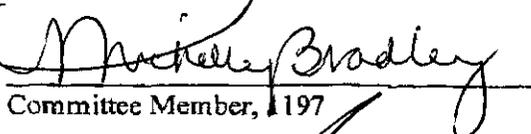
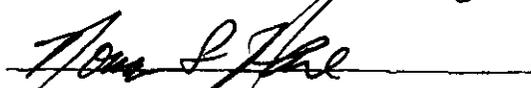
Our business appearance and image is important to us. However, the City of Ashtabula respects individual preference and choice in dress and appearance. The City is confident employees will use their best judgment in following the dress and attire guidelines. We ask at all times employees make certain their appearance is well groomed and clean and clothing is appropriate, neat, clean, and well-fitting.

This dress code will take effect on March 15, 2013.

FOR THE UNION:



Staff Representative, AFSCME
Ohio Council 6, AFL-CIO


President, Local 1197
Committee Member, 1197
Committee Member, 1197

FOR THE CITY OF ASHTABULA, OHIO:



James M. Timonere, City Manager
City of Ashtabula

Approved as to form and correctness:



Michael Franklin, City Solicitor
City of Ashtabula