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Agreement Between:

THE CITY OF ASHTABULA, OHIO

and

The Fraternal Order of Police
ASHTABULA LODGE NO. 26
(Lieutenants and Captains)

Effective May 1, 2015 through April 30, 2018

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## ARTICLE I PREAMBLE

1.01 This Agreement is entered into between the City of Ashtabula, Ohio, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Ashtabula Lodge No. 26, hereinafter referred to as the "Union," for and on behalf of Union and the employees now or hereafter employed by Employer in the bargaining units hereinafter described.

1.02 The parties recite and declare that:

A. This Agreement shall be implemented consistent with the Charter and legislative authority of the Employer.

B. Both parties to this Agreement desire to improve employee efficiency and the quality of service rendered by employees to Employer, and the public, to promote harmonious relations between Employer, the Union, and employees, and to enter into an agreement covering rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE II MANAGEMENT RIGHTS

2.01 Except as specifically limited herein, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off, and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to assign and allocate work; to introduce new and/or improved equipment, methods and/or facilities, to determine work methods; to determine the size and duties of the work force, the number of shifts required and work schedules; and to determine staffing patterns, including but not limited to, assignment of employees, numbers employed, duties to be performed and areas worked; all subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein and as permitted by law.

ARTICLE III RECOGNITION OF UNION

A. Employer recognizes Union as the exclusive bargaining agent of all employees in the following described bargaining unit:

All full time Police Lieutenants and Captains employed by Employer, excluding Police Patrolmen, Dispatchers and the Chief of Police

If the Chief of Police is relieved of his or her respective position, he or she shall return to the rank held prior to said appointment.

B. In recognition of the role of Union in its capacity as representative of the bargaining unit, two designated representatives of Union shall receive their regular straight time pay while in attendance at the State Fraternal Order of Police Lodge annual conference.

C. Employer shall grant time off from regular duty assignments to representatives designated by Union for purposes of attending to Union related business. When attending negotiating or grievance sessions with Employer or while attending to other business of the Union, regular straight time pay will be granted to Union's designated representatives, which representatives shall be selected from the Union positions of President, Vice-President, Secretary-Treasurer, Conductor, Guard, Trustees and Committee Members. The total leave for Union related business shall not exceed a total of thirty (30) working days in any calendar year for all bargaining units.

D. Employer to permit Lodge meetings at Police Station or agreed Employer property.

E. Auxiliary officers shall be utilized pursuant to General Order 49.0, except that Section A(2) shall provide that auxiliary officers can be used for traffic control during emergencies, parades, cruiser duty, carry a firearm (if qualified) and perform other tasks of a regular paid officer, but not as a replacement for a regularly scheduled police officer.

F. The parties agree that the Employer may employ part-time corrections officers to perform jail duties in the City Jail. Corrections officers' duties will be as needed for operations of the city jail as outlined in rules and regulations of the State of Ohio and the Ashtabula Police Department. Corrections officers may work in other areas of the Police Department, within the city jail and police station facility, but will not replace any member of any bargaining unit.

G. No other collective bargaining agreement into which the City enters shall dictate staffing levels of the Police Division, including hiring, layoffs and staffing levels.

ARTICLE IV PROBATIONARY PERIOD

4.01 The probationary period for all newly hired Police Officers shall not exceed eighteen (18) months. The promotional probationary period shall not exceed one (1) year. Newly hired employees shall have no seniority during the probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

4.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any grievance or arbitration procedure herein contained, or any civil service procedure, or any other forum, legal or administrative.

4.03 Employees will progress through the salary schedule regardless of their probationary status.

4.04 Probationary employees are covered by this Article of the Agreement, except as indicated by Section 4.02.

ARTICLE V BULLETIN BOARD

5.01 Employer agrees to provide Union with a locked and glass enclosed bulletin board at a mutually selected location which Union may use to communicate organization business to employees.

ARTICLE VI WORK SCHEDULE AND HOURS

6.01 Work schedules shall be assigned by the Chief of Police. In its discretion, the Employer may assign employees covered by this bargaining agreement to either of the following:

(A) five (5) eight (8) hour days scheduled so that there is at least a sixteen (16) hour break between shifts. Intervals between shifts of at least eight (8) hours and less than sixteen (16) hours, which are scheduled to accommodate changes in rotation, shall not be cause for premium pay. Employees who are not scheduled for eight (8) consecutive hours off between work shifts shall be paid premium pay for the subsequent work shift. Any employee called in to work in advance of his scheduled shift shall be paid premium pay for time worked, with a minimum of one (1) hour premium pay.

or,

(B) the present 12-hour shift schedule, involving approximately seven (7) shifts in a two (2) week pay period.

The Employer shall give the Union at least thirty (30) days' notice of the implementation of any change in the shift schedule.

6.02 Work schedules shall attempt to achieve an equitable rotation of days off and shifts worked within the calendar year. Assignments shall be posted thirty (30) days in advance of the effective date of the beginning of that assignment sheet. Five (5) days notice to be given before any schedule change by Department to posted work schedule. Modifications to assignment sheets may only be made by the Chief, his designated representative, or the City Manager.

ARTICLE VII PREMIUM PAY

7.01 Employees assigned to an eight (8) hour shift assignment who are required to work more than eight (8) hours on a duty day or more than eighty (80) hours during a pay period and employees assigned to a twelve (12) hour shift assignment who are required to work more than twelve (12) hours on a duty day or more than eighty (80) hours during a two (2) week duty period shall be compensated at the rate of one and one-half (1 1/2) times the employee's base rate of pay for all work over eight (8) hours or eighty (80) hours (whichever is applicable for eight (8) hour shift assignment employees) or over twelve (12) hours or eighty (80) hours during a two (2) week duty period (whichever is applicable for twelve (12) hour shift assignment employees) when authorized by the Chief of Police. Such payment shall be made to the nearest fifteen (15) minutes. All employees working a twelve (12) hour shift will receive 4 hours of the 84 hours worked at straight time. The City shall use all means possible to give such employees the four (4) hours off. All time worked not consecutive with the employee's shift will still be paid at time-and-one-half.

7.02 Call-in for overtime on Holiday will be paid at two (2) times the employee's base rate of pay. Holidays taken as days off, sick leave, vacation, funeral leave, and authorized absence time shall not count as hours worked.

7.03 Overtime call-out procedure shall be governed by the Department Policy.

7.04 Employees called in and required to work at a time disconnected to their regular scheduled hours of work shall be paid a minimum of four (4) hours at the rate of time and one-half (1 1/2) pay.

7.05 Employees required to keep themselves continuously available for call-in over weekends or other off-duty periods shall be compensated by two (2) hours straight time pay for each twenty-four (24) hours period or fraction thereof if not called to duty. If the employee is called to duty, the appropriate overtime provision shall prevail.

7.06 All Employees called in and required by Employer to appear for any job-related Court time on days off or on vacation status shall be paid a minimum of two (2) hours of time-and-one-half pay

7.07 Employees called in and required to appear for any job-related medical exam on days off or on vacation status shall be paid straight time pay for travel and actual time spent waiting or during examination. Effected employees shall be paid a minimum of two (2) hours straight time pay.

7.08 There shall be no pyramiding of premium pay.

7.09 All employees assigned to eight (8) hour shifts shall receive a shift differential premium of thirty-five ($.35) cents per hour when working second shift and thirty-five ($.35) cents per hour when working third shift. All employees assigned to twelve (12) hour shifts shall receive a shift differential premium of thirty-five ($.35) cents per hour when working second shift. Any overtime worked by an employee, who is required, or works a shift, due to a vacancy or call-in, will receive the shift differential for that shift. Employees shall be paid their permanent designated shift rate for all approved paid leave.

7.10 No employee shall be forced to work more than twelve (12) hours in a twenty four (24) hour period, inclusive of time spent training or at court. Employees may still elect to work up to sixteen (16) hours in a twenty four (24) hour period.

## ARTICLE VIII VACATIONS

8.01 All employees shall receive paid vacations in accordance with the following schedule:

| | |
|---|---|
| 1 through 5 years continuous service . . . . . | 2 weeks |
| 6 through 9 years continuous service . . . . . | 3 weeks |
| 10 through 17 years continuous service . . . . . | 4 weeks |
| 18 through 24 years continuous service . . . . . | 5 weeks |
| 25 years and over of continuous service . . . . . | 6 weeks |

8.02 Upon leaving employment, employees shall be paid for earned unused vacation time. In the case of death of an employee, unused vacation shall be paid to the estate of the deceased employee.

8.03 Vacation leave shall be approved in advance by the Chief of Police, giving first consideration to the needs of the Department. Seniority shall prevail when there is a conflict in requests for vacation dates. Vacation selection procedures shall be undertaken annually during November of each calendar year. Each shift shall hold a separate vacation selection without one shift affecting another. No employee presently receiving a greater amount of vacation under the previous schedule shall suffer any reduction in vacation time.

ARTICLE IX HOLIDAYS AND PAID LEAVES OF ABSENCE

9.01 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

The employees of the Police Division covered by this Agreement shall be allowed to take off at his or her choosing, with the approval of the Chief or designee, a shift for each of the holidays mentioned.

9.02 Holidays shall not be determined by seniority. Any employee whose shift begins on any of the Holidays listed above shall be compensated at 1 1/2 times his or her regular rate for such tour of duty. Employees unable to use their Holidays earned as of 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.

ARTICLE X FUNERAL LEAVE

10.01 All employees shall receive funeral leave pursuant to the following provisions:

a) Absence of an employee due to the death of any of the following relatives shall permit excused absence of five (5) consecutive working days: Spouse, father, mother, stepfather, stepmother, children, stepchildren, father-in-law or mother-in-law, step father-in-law, step mother-in-law, son-in-law, daughter-in-law. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.

b) Absence of an employee due to the death of any of the following relatives shall permit excused absence of three (3) consecutive working days: Brother, sister, grandparents or grandchildren. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.

c) Absence of an employee due to the death of any of the following relatives shall permit excused absence of two (2) consecutive working days: Uncle, aunt, great-uncle, great-aunt, spouse's grandparents, brother-in-law and sister-in-law. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.

d) Absence of an employee due to the death of any of the following relatives shall permit excused absence of one (1) working day: Nephew, niece, spouse's nephew, spouse's niece, spouse's uncle, spouse's aunt. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.

e) Should the death or burial occur in a city located more than 150 miles from the Employer, the employee may elect and shall be granted an additional two (2) days for travel purposes if, and only if, the employee chooses to attend the funeral. This time will be allotted in conjunction with the funeral arrangements and will be drawn from the employee compensatory time account. Employee will start funeral leave at the employee request and in conjunction with the funeral arrangements.

ARTICLE XI PERSONAL DAYS

11.01 Each employee shall be entitled to five (5) days each year with pay to attend to personal requirements, to be taken at employee's discretion, one (1) employee per rank per shift, employee to give one (1) working day's notice, in a minimum of four (4) hour segments, not on any Holiday or last fifteen (15) days of December.

ARTICLE XII JURY DUTY

12.01 Each employee required to report for jury duty shall be given time off with pay if they are to report to jury duty on their regular scheduled work day. Should an employee be scheduled and that employee is on night watch, that employee shall be given the night off before the date he/she is scheduled to appear for jury duty. If an employee is required to appear for jury duty on his/her day off but is scheduled for night watch prior to that day off then that employee shall be given that proceeding day off.

ARTICLE XIII MILITARY LEAVE

13.01 Any employee called to active duty in any branch of the United States Military shall be paid at his or her regular rate of pay, minus any military pay received throughout the period of such active duty assignment. Benefits payable pursuant to this Section shall be limited to a period of one (1) year.

ARTICLE XIV VOTING LEAVE

14.01 Each employee on duty during polling hours of a Federal, State or local election date shall be granted reasonable leave from work assignment for purposes of voting.

ARTICLE XV UNIFORM ALLOWANCE

15.01 New members of the Ashtabula Division of Police shall receive at the employer's expense the following initial issue of uniforms and duty equipment:

A. 2 summer shirts, 2 winter shirts, 3 pr. pants, 1 tie & tie bar, 1 name plate, 1 set collar brass, a 8-point hat with rain cover, a pair boots, 1 duty belt, 5 belt keepers, 1 holster, 1 handcuff case, 1 pr. Handcuffs, 1 double magazine pouch, 1 flashlight case, 1 flashlight, 1 ASP with hold, 1 all season jacket, a rain jacket.

B. A duty firearm to be provided by the department or, in the alternative, by the employee if his personal weapon meets departmental policy guidelines (note: forfeited firearms of qualifying types may be made available if on hand)

C. The brand and price of each of the above items is to be selected at the discretion of the City, but in no event shall the City be obligated to spend more than $2,000.00 in total in providing the foregoing items to a new hire.

15.02 Each employee will be paid a uniform allowance of five hundred fifty dollars ($550.00) per year, paid on April 15th of each year or the first regular payroll date following April 15th. Such coverage allowance shall commence with the start of the third year of employment, for the purpose of maintaining issued uniform items neat, clean and in good repair and for replacement as needed.

15.03 When changes in uniform are dictated by the Employer or when accidental damage or wear to employee uniforms or equipment occurs while on duty, the change or replacement shall be furnished by the Employer.

15.04 Employees advanced in rank shall receive an initial allowance of four hundred ten dollars ($410.00) for new uniforms upon appointment.

15.05 In addition to the uniform allowance, each employee shall be paid an annual uniform maintenance allowance of two hundred fifty ($250.00) dollars payable on or before December 1st of each year.

15.06 The following items will be replaced if damaged while working in the capacity of a police officer either on duty or working approved extra-duty jobs. Items to be replaced will be of equal monetary value or lesser value only if the employee elects to accept a replaced item of lesser monetary value unless otherwise noted on the list below. Any items to be replaced which are not listed below will be replaced at the sole discretion of the Chief of Police. Pre-approved items are items previously approved by the Chief of Police or his designee. The Chief of Police reserves the right to have damaged items repaired as long as the repair returns the damaged item to a condition equal to or better than the condition of the item prior to the damage:

Regulation shirts, pants/trousers, hats, duty belts, trouser belts, coats, jackets, rain coats, rain covers for hats.

Regulation duty belt equipment cases/holders as follows: Magazine cases, flashlight holders/cases, ASP and/or baton holder and/or cases, key holders, hand cuff holders/cases, holsters for primary duty weapon (firearm).

Badges, name plates/tags/pins, "serving since" or time of service plates/tags/pins, whistle chains, department issue pins, A.P.D. pins.

Flashlights, handcuffs, ASP, straight baton, PR-24 baton, ammunition magazines, speed loaders.

Approved primary handguns, rifles and shotguns.

Eyeglasses, contact lenses and hearing aids, if not covered by the employees' health insurance or other insurance.

Pre-approved protective gear.

Pre-approved digital or electronic equipment (cameras, recording equipment and etc.).

All other items not referenced above will be judged on a case-by-case basis at the full discretion of the Chief of Police.

## ARTICLE XVI LIABILITY COVERAGE

16.01 The Employer shall provide liability insurance coverage in the amount of one million ($1,000,000.00) dollars per occurrence for bodily injury and property damage to cover all employees included in this Agreement while he or she is acting within the scope of his or her employment.

ARTICLE XVII INSURANCE

17.01 The Employer shall provide to all employees covered by this Agreement, hospitalization coverage that is available to all City employees. The Employer shall provide to the employees an open enrollment period to change plans. Said open enrollment period shall correspond to the open enrollment dates that will be set forth in the plans offered.

17.02 All employees shall be provided with a thirty-five thousand ($35,000.00) dollar group life insurance policy, with the premium being paid by the Employer.

17.03

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 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, 2016, 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 and new participants to the plan, the foregoing payment shall be pro-rated for the year of hire or change to HSA plan.

c. Non-HSA plan (PPO): commencing with the first full pay period in January, 2016, employees who participate will pay a contribution toward premiums of $30 per two-week pay period for a single plan, $60 per two-week period for an Employee/Spouse plan, and $75 per day for a Employee/Child or Employee/Family plan.

d. In October of 2016, there will be a reopener for both the HSA and Non-HSA plans to discuss employee and employer contributions as well as plan design.

e. 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.

f. 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 $175 per two-week pay period during which the waiver is in effect (e.g., $4550 per average calendar year).

g. 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 no more than three (3) members of AFSCME Local No. 1197, FOP Lodge No 26, IAFF Local No. 165 and three (3) persons selected by the City Manager, one of which will act as the chairperson of the HBC. Five (5) 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.

h. Healthcare plan design and Employee contributions to the plan will be open for discussion each year by the Health Benefit Committee with recommendations made to the City Manager.

i. Immunizations: All employees of the Police Division shall receive the following immunization(s) from the City Health Department at no cost to the employee:

- Flu Vaccination yearly (optional)
- Pneumonia vaccine as recommended by the City Health Dept. Doctor (optional)
- Hepatitis B vaccination and follow up as recommended by the City Health Dept. Doctor (Mandatory)
- Tetanus as recommended by the City Health Dept. Doctor (Mandatory)

ARTICLE XVIII COMPENSATION

18.01 Effective May 1, 2015, all Captains who have completed their promotional probationary period shall be paid ten per cent (10.00%) more than a non-probationary Lieutenant. Probationary Captains shall be paid five per cent (5.00%) more than a non-probationary Lieutenant.

18.02 Commencing January 1, 2015, each person holding or attaining the rank of Lieutenant shall be entitled to be paid at a rate of pay 12% higher than the highest regular rate of pay receivable by a Patrolman.

18.03 IT IS PROVIDED, HOWEVER, that persons hired after May 1, 2012 shall be compensated at a rate of pay 10% less than employees in the same rank or position who were hired prior to May 1, 2012, as is provided in the Patrolman's contract, and the above Section shall not affect or change that differential.

18.04 Pension Pickup: effective January 1, 2013 the City will continue to pay the employer's share of the State-required PERS or OPFPF 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.

18.05 It is mutually agreed that the City has the right to place entry level new hires within the classification of Police Officer and Dispatcher. Such placement shall be based on prior law enforcement experience, skills and abilities. Prior experience is defined as having been employed within the public law enforcement field within the last six (6) months prior to employment with the City. Prior service credit will allow placement into the police officer/dispatcher salary structure (Article 18) based on prior law enforcement experience at the appropriate comparable salary level, as determined by the City Manager or Chief of Police. All other benefits will be administered according to the prevailing contract and Ohio Revised Code.

18.06. Each field training officer shall receive one (1) additional hour per day at the employee's regular pay rate for each 12-hour shift during which he or she is assigned the duties of a Field Training Officer.

18.07 A reopener to discuss wages shall occur if the beginning unencumbered carryover balance in the General Fund of the City of Ashtabula exceeds $400,000.00 during this contract. Discussions will take place in February of the year in which the General Fund begins with an unencumbered carryover balance in excess of $400,000.00.

ARTICLE XIX LONGEVITY

19.01 Upon completion of five (5) years continuous service with the Ashtabula City Police Department, employees shall receive longevity pay at a rate of $80.00 per year for each year of continuous service with the Employer, the first payday in December.

19.02 If an employee is separated from employment, retires or dies prior to his anniversary date, the employee or his estate shall be paid longevity prorated to include the time from the employee's actual anniversary date to the date of separation from employment, retirement or death.

ARTICLE XX TRAINING

20.01 The Employer will compensate employees at time and one-half (1 1/2) for training which the Employer requires employees to take on off-duty time and to furnish necessary books, materials, tuition, and other necessary expenses.

20.02 When such training requires overnight absence from Ashtabula County, only that portion of training which is received on off-duty days shall be subject to overtime provisions.

20.03 Travel time and other non-training time are not subject to overtime, but meals, lodging, and other reasonable expenses shall be paid in accordance with established Employer policy.

20.04 To Police Lieutenants and Captains, Sergeants and Captains, Employer will furnish fifty (50) rounds of ammunition for qualifications a minimum of three (3) times a year. Qualifications to be at discretion of Chief. All brass will be returned to Employer before more rounds issued.

20.05 The Employer will provide up to forty (40) hours or more of training per employee per year at the Chief's discretion, not to include recertification training.

## ARTICLE XXI EDUCATION ALLOWANCE

21.01 Employees wishing to further their education by taking job-related training which is not required by the Employer may be reimbursed by the Employer for the cost of tuition, books and course materials on the following conditions:

a) Prior approval is received from the Employer.
b) The course is successfully completed with a grade equivalent to a C or better.
c) Reimbursement will be made upon presentation of paid invoices for reimbursable items.

21.02 Educational leaves of absence up to three (3) months may, in the Employer's discretion, be granted to employees included in this Agreement for the purpose of education, training or specialized experience which would be of benefit to the employee's work performance. Upon completion of such leave of absence, the employee shall be returned to the level of seniority and position he or she formerly held.

21.03 Employees who have received degrees in a major course of study in criminology, police science or related degree, as approved by the Employer, from a college or university that is accredited by the North Central Accrediting Agency or equivalent, due to their attendance and satisfactory passing of the necessary courses leading to such degree, shall be given an annual educational stipend as follows:

| | |
|---|---|
| Associate Degree | $250.00 |
| Bachelors Degree | $500.00 |
| Masters Degree | $750.00 |

Payment shall be made the second pay period in December and prorated upon termination.

21.04 Travel time will be granted in the form of straight time compensatory time if the employee has to travel more than one hundred (100) miles from the Employer for training required by the Employer. No travel time will be paid during educational leave absence or for training not required by the Employer.

## ARTICLE XXII SERVICE RELATED INJURY

22.01 For necessary absence from duty on account of any service related injury or illness as distinguished from normal illness, full-time employees shall be compensated at their regular rate for not more than one hundred twenty (120) calendar days.

22.02 The City Manager may, at any time, require proof that the injury is service connected.

22.03 If at the end of this one hundred twenty (120) day period, the employee is still disabled, the leave may, at the City Manager's discretion, be extended for up to an additional ninety calendar (90) days.

22.04 Employees shall participate in the Employer's Transitional Work Program if applicable.

22.05 Employees shall participate in the Transitional Work Program detailed in Section 22.04.

## ARTICLE XXIII SICK LEAVE

23.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

23.02 All forty (40) hour employees covered by the agreement shall be entitled for each month of completed service to sick leave of ten (10) hours per month. All twelve (12) hour shift employees covered by this agreement shall be entitled for each month of completed service to sick leave of twelve (12) hours per month.

23.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of his work shift each day he is to be absent.

23.04 Sick leave may be used in segments of not less than one (1) hour.

23.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than three (3) days must supply a physician's report to be eligible for paid sick leave.

23.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

23.07 Any abuse, or excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

23.08 In the case in which both parents are employed by the Employer, only one parent may be granted sick leave to care for a child at home on the same day.

23.09 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

23.10 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, living as spouse, or children. When the use of sick time is due to a death in the immediate family, immediate family shall be defined only to include the employee's parents, grandparents, spouse, person living as spouse, spouse's parents, children, brother or sister.

23.11 Terminal Benefits

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 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 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 current regular hourly rate (40 hour work week assumed) received by the employee at the effective date of his or her retirement.

23.12 Employee must participate in a Healthcare Seminar presented by the City's insurance carrier with regard to best practices when using health insurance in order to be eligible to participate in the program. Those full-time employees who do not use their sick leave during the calendar year will receive from Employer a sick leave incentive payment payable by the end of February of the following year, as follows:

0-23 hours used ..... $400.00
24-47 hours used ..... $300.00

No sick leave incentive will be paid to any employee using 48 or more hours of sick leave in a calendar year.

23.13 Donation of sick leave: in the event an employee is catastrophically ill or injured on duty and uses all his sick leave, vacation and compensatory time, other employees may donate up to two (2) days of their accumulative sick leave to that employee. This will not affect the employee's annual sick time incentive compensation.

23.14 Commitment Incentive Program: 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.

23.15 Sick Leave Buyout Program

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 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 September 1, and payment shall be made prior to March 1 the following year at the current regular hourly rate received by the employee. Under this program or any predecessor program, the total of all payments cannot exceed the maximum terminal benefit payable upon retirement, or 960 hours, whichever is less. This will take effect on June 1, 2015.

23.16 In the event an employee resigns or separates from service with the City of Ashtabula for non-disciplinary reasons after serving a minimum of fifteen (15) years or more, the employee may elect to be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their separation. The employee must inform the City of his/her preference regarding this payment before the effective date of the employee's resignation. If the employee chooses to accept this payment, the employee will have a zero balance of their sick time and no sick time will transfer to another eligible entity.

## ARTICLE XXIV DISCIPLINE

24.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the disciplinary procedure herein contained.

24.02 Disciplinary action taken by the Employer shall only be for just cause.

24.03 Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary and grievance procedures herein contained.

## ARTICLE XXV DISCIPLINARY PROCEDURE

25.01 This procedure shall only apply to all non-probationary employees covered by this Agreement.

25.02 All employees shall have the following rights:

a. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

b. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

25.03 An employee may resign noting discipline was pending or choose to file a grievance, following the service of a Notice of Discipline.

25.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places of the alleged infractions, if known.

25.05 Where the Appointing Authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

25.06 Discipline shall not be implemented until either:

1. The matter is settled, or

2. The employee fails to file a grievance within the time frame provided by this procedure, or

3. The penalty is upheld at Step 2 of the grievance procedure.

25.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the notice of discipline;

2. The grievance procedure provides for a hearing by an independent arbitrator as its final step;

3. The employee is entitled to representation by a Union representative at every step of the proceeding;

25.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or a Step 2 determination has been reached.

25.09 The following administrative procedures shall apply to disciplinary actions:

a. The Appointing Authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Appointing Authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Appointing Authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

b. If a mutually agreeable settlement is not reached at this informal meeting the Appointing Authority will, within seven (7) calendar days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Appointing Authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

c. Upon receipt of the notice of discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Appointing Authority, pursuant to Step 2 of the grievance procedure. The grievance must be filed at Step 2 within seven (7) calendar days from receipt of the Notice of Discipline.

25.10 A failure to submit a grievance within the above time limit shall be construed as an Agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

25.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

25.12 An employee may be suspended with pay at any time during the process if the Appointing Authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the grievance procedure.

25.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any civil service commission, or any other forum, legal or administrative.

25.14 Progressive Disciplinary Guide Lines and Application.

A. Oral Warning: will have force and effect for 24 months from date of issuance.

B. Written Reprimand: will have force and effect for 24 months from date of issuance.

C. Suspension Without Pay: 1-3 days, will have force and effect for 36 months from date of issuance, a 3-5 day or 10-30 day suspension will have force and effect for 48 months from date of issuance. At the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; record of suspension will be maintained.

D. Reduction in Pay;

E. Discharge.

25.15 LOUDERMILL Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Disciplinary hearings, if any, shall be scheduled within 10 calendar days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within fifteen (15) calendar days of the conclusion of the pre-disciplinary hearing. The employee may choose to: (1) appear at the hearing to present oral or written statements in his defense; or, (2) appear at the hearing and have one (1) chosen representative present oral or written statements in defense of the employee; or, (3) elect in writing to waive the opportunity to have a disciplinary hearing. Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's rights to disciplinary hearings.

25.16 Disciplinary action may be appealed through the grievance and arbitration procedure. The employee has fourteen (14) days to file a grievance from the receipt of the notice of discipline by the employee.

25.17 The Employer agrees that all disciplinary procedures shall be conducted in private and in a professional manner.

## ARTICLE XXVI PERSONNEL FILES

26.01 The Employer shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, properly identified, the employee shall be permitted to examine his official file at any reasonable time in the presence of a representative of Employer.

26.02 In the event an employee requests information be added or deleted from his personnel file, said request must be in writing to the City Manager who may approve or disapprove such request at his discretion and shall notify the employee of his decision in writing within thirty (30) days of receipt of the request. The City Manager's approval shall be subject to the City's Records Retention Policy. In the event an employee requests information be added to his file, the request shall be made in writing to the Chief of Police. Unless the material is determined to be profane or defamatory; or involving material not relevant to the employee's work record including but not limited to evaluations, training, discipline, promotion, overtime, scheduling, paid leave, grievances and/or rate(s) of pay; the Chief shall grant the request and add the material requested to the employee's file. Otherwise the Chief shall notify the employee in writing within thirty (30) days of receipt of the request that it is being denied.

26.03 Any material in the employee's file which may adversely affect the employee's performance evaluation or job classification shall not be used against him/her as outlined in Section 25.14. All discipline material shall be removed from the employee's personnel file in accordance with the Employer's Records Retention Policy when no longer of administrative or legal value.

## ARTICLE XXVII ACCESS TO PREMISES

27.01 Union representatives may be permitted to enter the premises of Employer at all reasonable times for individual discussions of working conditions with employees or otherwise to assist in carrying out the terms of this Agreement, provided that authorization is first obtained from the Chief of Police or his designated representative and that the employee's work performance is not interfered with. Such authorization by the Chief shall not be arbitrarily denied.

## ARTICLE XXVIII SENIORITY

28.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

28.02 An employee's seniority shall be terminated when one or more of the following occur:

a) He resigns;
b) He is discharged for just cause;
c) He is laid-off for a period of time exceeding two (2) years;
d) He retires.

28.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by their Civil Service test score. The higher score receives the greater seniority.

28.04 The Employer shall provide a current seniority list to the Union on an annual basis.

## ARTICLE XXIX SHIFT EXCHANGE

A. Employees shall have the privilege of shift exchange. The request for shift exchange shall be submitted to the Chief of Police prior to the time that the change will take effect. Requests are subject to approval by the Chief but shall not be arbitrarily denied.

B. Shift exchange includes exchange of scheduled days off in addition to scheduled working shifts.

C. No overtime payments shall accrue as a result of such voluntary shift exchange.

ARTICLE XXX CHECKOFF

30.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues-paying members of the Union, or, as a condition of continued employment, remit to Union, a fair share fee, to be determined by the Union in accord with the provisions of Ohio Revised Code Section 4117.09(C).

30.02 Any newly-hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the Union or remit the fair share fee.

30.03 As provided in Ohio Revised Code Section 4117.09(c), nothing in this Article shall be deemed to require any employee to become a member of Union.

30.04 The Employer agrees to deducted Union dues from any Union member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C) and the Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

30.05 Deductions for dues and fair share fees will be made and paid monthly to the F.O.P./O.L.C., 222 East Town Street, Columbus, Ohio 43215 or other such address as set by the F.O.P./O.L.C. from time to time.

ARTICLE XXXI GRIEVANCE PROCEDURE

31.01 It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this article are intended to provide a system for a fair, expeditious, and orderly adjustments of grievances of employees of the Police Department.

31.02 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of only this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement or any matters not covered by this Agreement.

31.03

a. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

b. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

c. Any grievance not answered by management within the stipulated time limits shall be moved to the next step. All time limits on grievances may be extended by mutual consent of the parties.

31.04 All grievances must contain the following information to be considered and must be filed using the grievance form as presented in Appendix A: (Standard F.O.P./O.L.C. Form).

1. Grieved employee's name and signature;
2. Grieved employee's classification;
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. Location where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Specific Articles and Sections of the Agreement violated; and
9. Desired remedy to resolve the grievance.

31.05 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step

An employee having a grievance will first bring that complaint verbally, within ten (10) calendar days of the incident giving rise to the grievance, to the attention of the employee's immediate supervisor. The immediate supervisor, or his designee, shall, within five (5) calendar days, discuss the grievance with the employee and, within twenty-four (24) hours of their discussion, respond to the employee with an answer.

Step 1: Police Chief

If the employee and the immediate supervisor are unable to resolve the problem at the informal step, the grievant may refer the grievance to the Police Chief, or his designee, within ten (10) calendar days after receiving the Step 1 reply. The Police Chief shall have ten (10) calendar days after receiving the Step 1 reply. The Police Chief shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative if the former desires. The Police Chief shall investigate and respond, in writing, to the grievant and/or the appropriate Union representative within ten (10) calendar days following the meeting.

Step 2: City Manager

If the employee is dissatisfied with the Police Chief's answer, the employee may file an appeal to the City Manager within ten (10) calendar days after receiving the Police Chief's answer. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The City Manager shall have ten (10) calendar days in which to schedule a meeting with the grieved employee and his appropriate Union representative. The City Manager shall investigate and respond to the grievant and appropriate Union representative within ten (10) calendar days following the meeting. If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to arbitration pursuant to the arbitration procedure herein contained.

ARTICLE XXXII ARBITRATION PROCEDURE

32.01 In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) calendar days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the Union may submit the grievance to arbitration. Within this ten (10) calendar day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from a list obtained from the Federal Mediation & Conciliation Service (FMCS). If such agreement is not reached, the names on the provided list from the FMCS will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

32.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this 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.

32.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

32.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

32.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

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

32.07 An arbitrator will be selected from a list obtained from the Federal Mediation & Conciliation Service (FMCS) by way of the alternate strike method.

32.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

## ARTICLE XXXIII LAY OFFS AND RESTORATION

33.01 When it becomes necessary in the Police Department, through lack of work or funds, or for causes for other than disciplinary reasons, to reduce the force in said department, the youngest employee in the point of service shall be first laid off.

33.02 Laid off permanent employees shall retain recall rights for twenty-four (24) months from date laid off.

33.03 Recall should be inverse order of lay off. Employees recalled shall have seven (7) days following receipt of notice to indicate in writing their desire to return and must return to work within fourteen (14) days of receipt of notice. Notification shall be by registered letter t the last known address of employee. Copy of recall notice shall be simultaneously sent to Union.

## ARTICLE XXXIV LABOR-MANAGEMENT COMMITTEE

34.01 In the interest of sound personnel relations between the Employer and the employee, there shall be a Labor Management Committee. The Union shall designate one of its members to serve as its representative to the Committee. The Chief of Police or his designated representative shall represent the Employer.

34.02 The Committee shall meet monthly to discuss matters of mutual concern with the express purpose of building and maintaining a climate of mutual understanding and respect in the solution of matters of common interest. The Committee shall not act on grievances but may discuss the general causes of grievance and methods for removing those causes.

## ARTICLE XXV RULES & REGULATIONS

35.01 Any rule or regulation inconsistent with the specific provisions of this Agreement shall not take effect until concurred in by the parties by amendment hereto. Changes in or additions to the Ashtabula Police Procedure Manual will be posted for five (5) working days before adoption to provide opportunity for comment by the Union.

35.02 In the event of notice from the Union (within the five (5) day period) to the Chief of Police, the implementation of the changes or additions shall be delayed an additional ten (10) working days in order that the Labor-Management Committee may discuss the changes or additions, except for exigent circumstances. In the event that disputes over rule changes are not resolved by the Labor-Management Committee, the Union may employ the grievance procedure for a determination of whether the rule changes are reasonable.

35.03 The Employer will provide copies of all new or revised rules and regulations which will be given and signed for by each employee.

## ARTICLE XXXVI INVESTIGATIVE PROCEDURE

36.01 During an investigation which relates to an employee's continued fitness for law enforcement service, or which relates to the possible filing of felony charges, the employee has the following rights:

a. Right to representation by an attorney or a Union officer of the employee's choosing for criminal charges or a Union attorney or representative for administrative charges.

b. Right to be informed of his rights before interrogation begins if he is subject to arrest as a result of the investigation.

c. Right to be advised twenty-four (24) hours in advance of interrogation of the nature of the investigation.

d. Right to be advised if employee is to be interrogated as a witness only.

e. Right to be advised of criminal charges that would result from the investigation and interrogation.

f. The interrogation shall take place at a reasonable hour at a location designated by the Chief of Police.

g. Any employee who has been the subject of an investigation under this section shall be informed in writing of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within ninety (90) days from the filing of the complaint. This time may be extended for a reasonable period of time due to unforeseen problems that may arise.

h. Weingarten The employee being investigated shall have, at his or her request, the presence of a Union representative any time during a disciplinary action, investigation, or interview of said employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. A witness can ask for Union representation if he/she feels answers given may lead to their own discipline.

i. The Employer will conduct investigations of employees in accordance with all federal, state, and local laws and the collective bargaining agreement.

## ARTICLE XXXVII FAIR EMPLOYMENT PRACTICE; NON-DISCRIMINATION; UNION SECURITY

37.01 This Agreement shall be applied uniformly to all employees within the bargaining unit, and there shall be no discrimination among employees in the bargaining unit as regards terms or conditions of employment.

37.02 Employer shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, political activities, or membership or participation in the activities of any public employee association or union or other labor organization.

37.03 Union shall admit to this membership all employees of the class or type comprised in the definition of the bargaining unit herein without discrimination by reason of race, creed, color, national origin, sex, age, marital status, or prior membership or past participation in any public employee association or other labor organization.

## ARTICLE XXXVIII SAFETY AND STAFFING

38.01 The Employer shall make a conscientious effort to provide safe working conditions for employees. Such conditions shall include, but not be limited to, safe and efficient vehicles, uniforms, weapons, equipment, and staffing for the performance of law enforcement duties. Major changes shall be discussed through the Labor-Management Committee process before being effected.

38.02 If a vehicle assigned to any employee shall be considered by said employee to be defective or unsafe for use during any tour of duty, that employee shall cause such condition to be promptly reported to the shift commander, who shall at that time, determine whether the vehicle is safe for use as a police vehicle.

38.03 Any employee assigned to perform the duties of another employee of higher rank, including Chief, when such employee is absent, shall be paid the wage rate of the absent employee's rank during the time served in such rank.

38.04 Effective January 1, 2013, there shall be a daily minimum manning requirement of four (4) full-time, commissioned law enforcement officers per shift, excluding the Chief, Jail Administrator, Road Division Commander and persons assigned to and working as part of the Detective Bureau. The parties agree to re-open negotiations on May 1, 2013, for the limited purpose of discussing whether or not the minimum manning requirement can be expanded to five (5) personnel on weekends.

ARTICLE XXXIX NO STRIKE OR LOCKOUT

39.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of the City of Ashtabula, therefore:

a) The Union agrees that neither it, its officers, agents, representatives or members, will authorize, instigate, cause, aid, condone, or participate in any strike by its members.

b) Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee included in this Agreement.

ARTICLE XL WAIVER

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

40.02 Therefore, the parties voluntarily waive the right to bargain collectively on any subject or matter not included herein during the term of this Agreement.

ARTICLE XLI DURATION

41.01 This Agreement shall become effective on May 1, 2015 and shall remain in full force and effect until April 30, 2018.

41.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement shall comply with O.R.C. 4117-1-02.

ARTICLE XLII RESIDENCY REQUIREMENT

42.01 All employees shall as a condition of employment maintain residency in the County of Ashtabula. All tests for new employees will be open to anyone in the U.S.A. but upon hiring must live in County within six (6) months or less.

ARTICLE XLIII DRUG AND ALCOHOL POLICY

# CITY OF ASHTABULA
# DRUG-FREE SAFETY POLICY

## *I. STATEMENT OF POLICY*

The City of Ashtabula believes it is very important to provide a safe workplace for all of its employees. Behaviors related to substance use can endanger all employees and the citizens whom we serve, not just substance users. We will not condone or tolerate behaviors on the part of employees related to substance use, such as:

a. Use of illegal drugs;
b. Misuse of alcohol;
c. Sale, manufacturing, purchase, transfer, trafficking, use or possession of any illegal drugs;
d. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected.

Management is fully committed to our Drug-Free Safety Policy (DFSP), which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. We will not tolerate substance use in violation of this Policy and intend to hold everyone reasonably responsible for supporting the Policy. City of Ashtabula employees are required to report to work in a fit condition to perform their duties. If an employee reports to work under the influence of alcohol or other drugs, it will be considered a violation of the City of Ashtabula Drug Free Safety Policy. The employee will be subject to disciplinary actions pursuant to ORC Section 124.34, the disciplinary provisions of any applicable collective bargaining agreements and employing agency work rules, policies and procedures.

If any Ashtabula City employee suspects any legally prescribed medication they are presently taking, or one which has been recently prescribed for them, may compromise safety or their job performance, they are required to notify their immediate supervisor of that suspicion and desist working. It is not necessary to name the medication, or the reason for which it is being taken. Prior to the employee being relieved from duty, the employer shall make every reasonable effort to find an alternative, non-safety sensitive function for the employee to perform. Such alternative work status shall not exceed five consecutive working days; and the number of employees in alternative work status at any one time shall be based on the needs of the employer. If no alternative work is available, the employee may use their own personal accrued leave time or alternatively go on unpaid status, until such time as the employee is capable of performing their normal duties. Unpaid status will comply with the F.M.L.A (Family Medical Leave Act).

Employees who have a confirmed positive alcohol or other drug test may be required to enroll in and successfully complete a substance abuse rehabilitation program certified by the Ohio Department of Alcohol and Drug Addiction Services. Employees who do not choose the option of rehabilitation will be discharged. Furthermore, any employee who fails to report to a designated testing 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. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. If an employee has a confirmed positive drug test while enrolled in or subsequent to completion of the rehabilitation program, the employee will be subject to discipline, up to and including dismissal. Notwithstanding this provision, employees may still be subject to disciplinary action for workplace or job-related incidents which may be directly associated with the drug test results.

Additionally, an employee convicted of a drug abuse offense including but not limited to those offenses set forth in section 2925.01 (H) of the Ohio Revised Code; violation of an existing or former law of this or any other state or of the United States that is substantially equivalent to any section listed in 2925.01 (H) of the Ohio Revised Code; or similar municipal ordinance or regulation shall report the conviction to the City of Ashtabula in writing no later than five working days after the conviction. Failure to do so may result in disciplinary action up to and including termination of employment.

This document (Policy) describes our Municipality's Drug-Free Safety Program, and every employee is expected to read and understand it. The Policy applies to every employee, including all bargaining unit employees, salaried management, hourly non-bargaining unit employees, part-time and full-time, elected officials, and Auxiliary Police personnel. The consequences stated in this Drug-Free Safety Policy will apply to anyone who violates the Policy.

Nothing in this Article will be construed as abrogating any Federal regulation regarding Commercial Drivers Licensing and such regulations as set forth by the Federal Motor Carrier Safety Administration of the United States Department of Transportation in Title 49 of the Code of Federal Regulation, Part 382, which will be fully observed.

This Policy will go into effect within 60 days of our announcement of our Drug-Free Safety Program. Our Policy covers four key parts to the City's program. The four parts are:

- A written policy that clearly spells out the program rules and how everyone benefits
- Drug and alcohol testing, the most effective way to change harmful behaviors related to substance use
- Employee and supervisor education
- Employee assistance

Protection for Employees

- Collection of urine specimens and breath testing will be done at a facility contracted to perform substance testing with the City of Ashtabula. A laboratory certified by the U.S. DHHS will analyze urine and drug test specimens. These labs use the highest level of care in ensuring that results are accurate, and the process that's used is 100% accurate in detecting that the substances that the City is concerned about are present in the employee in sufficient quantity to lead to behaviors that may hurt the person or other employees. The lab will work closely with the contracted facility to ensure fairness and accuracy of every test. We also have a Medical Review Officer (called an MRO), who is a trained physician responsible for checking whether there is a valid reason for the presence of the substance in the employee's system. The MRO is an expert in drugs and alcohol. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.

- The testing program consists of an initial screening test used to verify the presence of the drug in the individual's system. A cut-off level, which is defined as the pre-determined level of drug/metabolite that constitutes whether a tested urine specimen is negative or positive, is used to safeguard against a false positive test. Cut-off levels are measured in nanograms (one billionth of a gram) per milliliter of urine. If the initial results are positive, then a second Gas Chromatography/Mass Spectrometry confirmatory test is used which is 100,000 times more powerful, measuring the genetic "fingerprint" of the specific drug, and is considered 100% accurate. These cut-off levels come from Federal guidelines and offer protection to employees and the employer alike as well as are defensible in court.

Employee Awareness Education

Every employee will receive a copy of this written policy and everyone will be expected to sign an acknowledgement of receipt form that they received it. New employees will receive a copy of the policy upon hire. Questions regarding this policy may be directed to the City Manager or his designee.

One-hour of employee education per year will be conducted covering basic information on the major problem represented by substance use in the workplace and how it affects safety, employees' jobs, families and their lives; the disease model for alcohol and other drugs; substance-use signs and symptoms; effects of commonly-used drugs in the workplace; and a list of resources available in the community for assistance.

Supervisors will initially receive two hours of skill building training, then one-hour of refresher training annually, to include, behavioral observation, documentation and problem confrontation, determining reasonable suspicion, how to make a referral for testing, and how to make a referral for assistance. In addition, a one-time requirement of accident analysis training will be conducted within 30 days of the start of the DFSP, or within 60 days of the employee becoming a supervisor.

Drug and Alcohol Testing

| DRUG | EMIT SCREENING TEST (ng/ml) | GC/MS CONFIRMATION (ng/ml) |
|---|---|---|
| Amphetamines | 500 | |
| Amphetamine | | 250 |
| Methamphetamine | | 250 |
| MDMA | | 250 |
| MDA | | 250 |
| MDEA | | 250 |
| Marijuana metabolite | 50 | 15 |
| Cocaine metabolite | 150 | 100 |
| Opiates | 300 | |
| Codeine | | 300 |
| Morphine | | 300 |
| Hydrocodone | | 300 |
| Hydromorphone | | 300 |
| 6-MAM | 10 | 10 |
| Oxycodone | 100 | 100 |
| Phencyclidine (PCP) | 25 | 25 |
| Methaqualone | 300 | 300 |
| Barbiturates | 300 | 300 |
| Benzodiazepines | 300 | 300 |
| Methadone | 300 | 300 |
| Propoxyphene | 300 | 300 |

Adhering to Part 40 as amended per the Federal Motor Carrrier Safety Administration (FMCSA) regulations, amphetamines, marijuana, cocaine, opiates, phencyclidine, and MDMA will be tested for in the Commercial Drivers License (CDL) drug testing pool. All substances listed will be tested for in the DFSP drug testing pool.

The City of Ashtabula reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or laws. The City of Ashtabula also reserves the right to request testing for synthetic drugs if deemed necessary.

Under the City of Ashtabula Drug-Free Safety Policy, in the event that the MRO reports a specimen to be dilute negative or dilute positive, an immediate recollection under direct observation shall take place. If the second collection is reported to be dilute negative or dilute positive, a blood test shall be administered for the 10 panel expanded test.

Alcohol testing practices will include:

- Breath or saliva initial screen using:
  - NHTSA-approved resources and technical machinery.
  - At .02 percent blood alcohol content (BAC) on the initial screen, it is required that a confirmatory test be done.

- Confirmatory test shall be conducted under the following conditions:
  - Using a federally approved and qualifying evidentiary breath test (EBT).
  - Administered by a qualifying breath alcohol technician (BAT).
  - If the confirmatory EBT testing machine is not available or reasonably accessible, a blood test should be an option made available to the employee to determine the presence of alcohol.
  - The employer is required to document and maintain on file the reason the EBT was not administered.

An alcohol test confirming at .04 percent BAC will be considered a verified positive result under the employer's DFSP. An alcohol test confirming at .02 percent BAC is considered a positive result under the DOT/FMCSA.

It should be noted that for both drug and alcohol testing, the selection pool for the DFSP program is separate from the DOT/FMCSA pool; however those employees with a CDL will be in both pools.

Employee Assistance

The City of Ashtabula is supportive to employees with a substance problem who are taking action on their own behalf to address the problem. An employee will be permitted to use personal leave time to attend rehabilitation for substance abuse. For employees seeking help on their own, local community resources may be found by calling 211, Directory Assistance for Social Services. Local agencies identified within the community that are available to assist in seeking a solution to a substance abuse problem are:

- ✓ Lake Area Recovery Center (440) 998-0722
- ✓ Glenbeigh Health Sources (800) 234-1001
- ✓ Community Counseling Center of Ashtabula County (440) 998-4210

For those employees who have a first positive test result in a City mandated substance test, the City of Ashtabula will make a referral to a certified Substance Abuse Professional (SAP) for a substance assessment and pay for the cost of the initial assessment. Costs associated with treatment and subsequent assessments will be the responsibility of the employee. The normal process includes three-way communication between the employee assistance professional, employee and the employer. This helps make sure there is cooperation with the second-chance agreement. This process also allows appropriate information to convey when the employee is ready to return to duty and when the employee could pass a return-to-duty test assuming there is no further substance use.

## *II. WHEN WILL A TEST OCCUR?*

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all the conditions outlined on the following pages.

A. Post-Offer, Pre-Employment, Return to Work Drug Testing

All applicants who have been extended a formal, conditional offer of employment will be required to undergo a pre-employment drug test conducted by the City's chosen provider of this service. Employment depends upon satisfactory completion of this screening. Drug test results must be received by the City of Ashtabula before the employee begins any work activity with the employer. In addition, employees returning to work from layoff or leave of absence will be required to undergo pre-employment drug testing before resuming duty.

Newly hired or transferred CDL employees must be questioned about their ever having refused to take, or tested positive on, any pre-employment drug or alcohol test used to qualify the employee for a safety-sensitive transportation work during the past two years. If the employee admits that he/she had a positive test or a refusal to test, the employee must complete the return-to-duty process including evaluation, treatment and follow-up testing by a Substance Abuse Professional (SAP) before performing safety-sensitive functions. An employee may not drive unless a negative drug test has been verified. Also, newly hired or transferred CDL employees will sign a written consent form to have DOT-regulated previous employers who have employed the employee during any period during the two years before the date of the employee's application or transfer release the following information:

1) Alcohol tests with a result of .04 or higher alcohol concentration;
2) Verified positive drug tests;
3) Refusals to be tested (including verified adulterated or substituted drug test results);
4) Other violations of DOT agency drug and alcohol testing regulations; and
5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).

B. Reasonable Suspicion Testing (may be alcohol test, drug test, or both)

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion will be documented in writing prior to the release of test findings. A reasonable suspicion test may occur based on:

1. Observed behavior, such as direct observation of drug/alcohol use or possession or distribution, or physical symptoms of being under the influence of drugs or alcohol, such as, but not limited to slurred speech, dilated pupils, odor of alcohol or marijuana, dynamic mood swings, etc.;
2. A pattern of abnormal conduct, erratic behavior or deteriorating work performance (e.g. frequent absenteeism, excessive tardiness, recurrent accidents), which appears to be related to substance use or misuse and does not appear to be attributable to other factors;
3. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
4. Information provided either by reliable and credible sources or independently corroborated regarding an employee's alcohol or drug use;
5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test;
6. Repeated or flagrant violations of the City's safety or work rules that pose a substantial risk of physical injury or property damage and that appear to be related to substance use or misuse that may violate this policy, and do not appear attributable to other factors.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. To prevent this, employer forms will be provided to managers/supervisors detailing behavioral, job performance and reasonable suspicion issues associated with drug and alcohol use. Completion of the forms is mandatory upon resolve for testing. Completed forms must be turned into the City Manager prior to the City receiving the lab results from substance testing. Testing may be for drugs or alcohol or both. A supervisor or other member of management must accompany the individual to the testing facility. The supervisor is to arrange for the employee's safe transport to the testing facility and then home. The employee will be taken out of service until the employer receives the test results. He or she will be paid any available sick time for the time off from work while "fitness for duty" is being determined. If the employee's test is negative, he/she will be credited back the sick hours that he/she was charged while test results were pending. If the employee's test is negative, and has no sick time available, he/she will then be paid at his/her normal hourly rate for all hours lost.

C. Post-Accident Testing (both an alcohol test and drug test)

Post- accident drug and alcohol testing is required immediately following an on-the-job accident as defined here. We consider an accident an unplanned, unexpected, or unintended event that occurs during working hours while conducting our business which results in any of the following:

1. A fatality of anyone involved in the accident;
2. Bodily injury to the employee and/or another person requiring off-site medical Attention;
3. Property or vehicular damage in excess of $1000.00.
4. A traffic citation for driving a City vehicle, or vehicle used in conducting City business while under the influence of alcohol or controlled substances.
5. A violation of a work or safety rule.

All employees who may have caused or contributed to an on-the-job accident will submit to a drug and alcohol test unless the accident investigation documents *all* the exceptions outlined in the DFSP Department Head Post Accident Report. Management reserves the right to determine who may have caused or contributed to the accident. The criteria used for exception includes the following:

- There was not a fatality;
- Our driver was not issued a citation;
- The injury was not serious even though off-site medical attention was required (i.e. the injured worker was able to return to full-duty immediately following treatment);
- The nature of the injury is common to the employee's job function;
- There was no violation of work or safety rules;
- There was no reasonable suspicion indicated by the accident investigation.

Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight (8) hours after the incident, or it will be documented but not performed. If the employee responsible for employment-related accident is injured, it is a condition of employment that the employee grants the City of Ashtabula the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing.
Further, all employees grant the City of Ashtabula access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment.

The supervisor is to arrange for the employee's safe transport to the testing facility and then the employee's home. However, management reserves the right to remove the employee from all safety sensitive duties and retain the employee in the workplace for non-safety sensitive work pending results of post-accident drug and alcohol testing. The employee shall be paid their regular rate of pay for work performed during this time. If the employee is not retained in the workplace for non-safety sensitive work pending the results of post-accident drug and alcohol testing, he/she will be paid his or her normal hourly rate for the time off from work while "fitness for duty" is being determined. If the employee's test result is positive, sick hours will be deducted from the employee's accrual bank for time off work while the test results were pending. If sick time isn't available, any accrued leave time may be deducted for all hours lost.

D. Return-to-Duty and Follow-Up Testing

This test occurs when an employee who has previously tested positive and the decision is made to not terminate the employee under a "second chance" agreement. A negative return-to-duty test is required before the employee is allowed to return to work. If the employee fails this test, this will lead to termination of employment.

Once the employee passes the drug and/or alcohol test and returns to work, management will follow the advice of the licensed Substance Abuse Professional (SAP) for additional unannounced tests with a minimum of four tests in the first year from the date of return to duty for the DFSP, with the final number of screenings based on individualized SAP recommendation. CDL employees are subject to a minimum of six tests during the first 12 months following the driver's return to duty. Follow up tests for CDL employees may be done for up to 60 months.

Since the employee triggered the need for further testing, the employee will be responsible for the cost of the minimum follow up testing required above and the return-to-duty test. Any costs associated with additional testing required to make sure the employee has not relapsed in violation of our DFSP and in contravention of the second chance agreement shall be equally divided between the employer and the employee. Reimbursement from the employee to the employer for these additional costs may be collected through a payroll deduction.

E. Random Drug and Alcohol Testing

Random drug and alcohol testing will include all employees and is conducted on an unannounced basis. The City's chosen provider for this service will be responsible for randomly selecting employees by the use of a computer software program, which generates a number assigned to an employee. All employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random testing is designed to deter drug and alcohol use in violation of the Policy and ensure that we maintain confidence in our employees' abilities to perform their duties. The City of Ashtabula will provide employee identification numbers to be used in the random selection drawings. The City's chosen medical provider will, in turn, furnish the City of Ashtabula with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the City of Ashtabula to notify each employee who was selected with the date, time and location that random testing will be performed. When notified, it shall be the responsibility of the individual employee to provide a urine specimen for drug testing and/or breath for alcohol testing.

Fifteen percent (15%) of the City of Ashtabula's average workforce each program year will be randomly selected for drug and/or alcohol testing under the City's DFSP. FMCSA requires fifty percent (50%) random drug testing and ten percent (10%) random alcohol testing for CDL employees. Employees will only be asked to report to a collection site while on duty.

## *III. SPECIMEN COLLECTION PROCEDURE*

Trained collection personnel who meet standards for urine collection and breath alcohol testing will conduct urine specimens and breath testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

## *IV. EMPLOYEES' RIGHTS WHEN THERE'S A POSITIVE TEST RESULT*

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the City of Ashtabula. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given the opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee.

If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example the names of treating physicians, pharmacies, where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the City of Ashtabula.

## *V. REPORTING OF RESULTS*

All test results will be reported to the MRO prior to the results being issued to the City of Ashtabula. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The City of Ashtabula will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the Federal Department of Health and Human Services.

## *VI. POSITIVE TEST RESULTS*

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination. For the purpose of removing the employee from safety-sensitive duties, a verbal confirmation from the MRO is all that is necessary. A written confirmation of the positive test results will follow.

## *VII. STORAGE OF TEST RESULTS AND RIGHT TO REVIEW TEST RESULTS*

All records of drug and alcohol testing will be stored within a specific folder within the employee's personnel file, separate from general personnel documents. The City's DFSP test results are considered a conditional report based on employment status and shall be subject to disclosure under the Public Records Act. CDL test results are protected under Federal Law and will not be released publicly. Any employees tested for drugs or alcohol under this Policy may have the right to review and/or receive a copy of their own test results.

The retention period for drug and alcohol test results will be in compliance with the City of Ashtabula's Record Retention Policy. Records of confirmed positive drug test results; alcohol test results of .02 or greater; documentation of refusals to take required alcohol and/or drug tests (including substituted or adulterated drug test results); SAP reports; and all follow-up tests and schedules for follow-up tests will be kept for five years. Records from previous employers will be kept for three years. Records of negative and cancelled drug test results and alcohol test results with a concentration of less than .02 will be kept for one year.

## *VIII. TERMINATION OF EMPLOYMENT*

In those cases where substance testing results in termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

Signed: _____ Date: _____

*James M. Timonere, Ashtabula City Manager*

ARTICLE XLIV TAKE HOME CARS

44.01 Active duty officers employed prior to May 1, 2012 who are assigned a vehicle will be permitted to take such vehicle home at the end of his or her shift, provided that such officer resides in Ashtabula County and within a twenty five (25) mile driving distance of the Municipal Annex at 110 West 44th Street, Ashtabula, Ohio.

44.02 Active duty officers employed after May 1, 2012, who are assigned a vehicle will be permitted to take such vehicle home only if such officer resides within the City of Ashtabula or the Townships of Ashtabula, Plymouth or Saybrook (the territorial jurisdiction of the Ashtabula Municipal Court).

44.03 In the event there are insufficient vehicles to permit such eligible active duty officer to take a vehicle home, the assignment of available vehicles and the determination of whether each may be taken home will be at the discretion of the Chief of Police. For purposes of this provision, the Chief may take into account the different types of vehicles (e.g., marked, unmarked, K-9 adapted, 4-wheel drive, etc.) and their current operating condition in determining whether a vehicle is available to take home.

44.04 If an active duty officer is participating in the K-9 Program, SWAT Team, or other special duty determined to be beneficial to the City, and said officer is ineligible for a take-home vehicle due to distance of the officer's home from the City, upon request of the Police Chief the City Manager may, in his sole discretion, permit said officer to take home a vehicle under the other terms and conditions of this Section.

Such permission may be terminated at any time.

ARTICLE XLV EXECUTION

45.01 In Witness Whereof, the parties hereto have caused their representatives to sign this Agreement this 26th day of January, 2016.

FOR THE UNION:

1/14/16

FOP #21 PRES. 2/9/16

2/9/16

FOR THE EMPLOYER:

CITY MANAGER

Approved as to legal form & correctness:

CITY SOLICITOR

CERTIFICATION

I hereby certify that sufficient money of the City of Ashtabula to pay the amount(s) set forth above is in the Treasury or in the process of collection, to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

Dana Pinkert, Finance Director

Date: 1-26-16

APPENDIX
NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

_____

## APPENDIX

## EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. Please read these rights thoroughly before you agree or disagree with any proposed disciplinary action.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your Agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you have the right to file a grievance excluding oral or written warnings unless they may be associated with prior discipline where they may contribute to further progressive discipline, and return the grievance form filed at Step 1 of the grievance process within ten (10) calendar days of receipt of the Notice of Discipline. The grievance form shall state the specific reason for the grievance, the section of the contract in violation, and the suggested remedy to the grievance.

## RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.

2. You have the right to object to the imposed discipline by filing a disciplinary grievance within seven (7) calendar days of receipt of the proposed discipline with your Appointing Authority.

3. If your grievance advances to Step 2, the Appointing Authority will hold a formal meeting within ten (10) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.

5. You will have fourteen (14) calendar days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the arbitration procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least seven (7) calendar days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

# APPENDIX

## APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

This form must be returned within seven (7) calendar days to the Appointing Authority.

_____ I agree with and accept the proposed discipline.

_____ I wish to appeal the proposed discipline for the following reasons:

(If more space is needed, attach extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

## APPENDIX

## STEP 2 SUMMARY

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the employee and his/her representative, if any.

**********

Disciplinary Matter Settled:

Discipline to be Imposed:

Effective (Date):

Employee Signature _____ Date _____

Appointing Authority Signature _____ Date _____

**********

Disciplinary Matter Not Settled:

I hereby request a formal grievance be filed at Step _____ of the grievance procedure.

EMPLOYEE SIGNATURE: DATE:

_____ _____

# Your Summary of Benefits

**City of Ashtabula**
**Blue Access® (PPO)**
**Effective 1/1/2016**

| Covered Benefits | Network | Non-Network |
|---|---|---|
| **Deductible (Single/Family)** | $350/$600 | $750/$1,500 |
| **Out-of-Pocket Limit (Single/Family)** | $2,500/$5,000 | $5,000/$10,000 |
| Physician Home and Office Services (PCP/SCP)<br>**Primary Care Physician (PCP)/**<br>**Specialty Care Physician (SCP)**<br>Including Office Surgeries and allergy serum: | $20/$40 | 40% |
| ○ allergy injections (PCP and SCP) | $5 | 40% |
| ○ allergy testing | 20% | 40% |
| ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products | 20% | 40% |
| **Preventive Care Services**<br>○ Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. | No cost share | 40% |
| **Emergency and Urgent Care** | | |
| **Emergency Room Services** | $150 | $150 |
| ○ **facility/other covered services** (copayment waived if admitted) | | |
| **Urgent Care Center Services** | $35 | 40% |
| ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products | 20% | 40% |
| ○ Allergy injections | $5 | 40% |
| ○ Allergy testing | 20% | 40% |
| **Inpatient and Outpatient Professional Services**<br>Include but are not limited to:<br>○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams | 20% | 40% |
| Blue 8.0 600 Series | | |



Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

# Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|---|---|---|
| **Inpatient Facility Services** (Network/Non-Network combined) Unlimited days except for:<br>• 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)<br>• 90 days for skilled nursing facility | 20% | 40% |
| **Outpatient Surgery Hospital/Alternative Care Facility**<br>• Surgery and administration of general anesthesia | 20% | 40% |
| **Other Outpatient Services** including but not limited to:<br>• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.<br>• Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined)<br>• Durable Medical Equipment, Orthotics and Prosthetics<br>• Physical Medicine Therapy Day Rehabilitation programs | 20% | 40% |
| • Hospice Care | No cost share | NCS |
| • Ambulance Services | 20% | 20% |
| **Outpatient Therapy Services**<br>(Combined Network & Non-Network limits) | | |
| • Physician Home and Office Visits (PCP/SCP) | $15/$15 | 40% |
| • Other Outpatient Services @ Hospital/Alternative Care Facility | 20% | 40% |
| Limits apply to:<br>• Cardiac Rehabilitation 36 visits<br>• Pulmonary Rehabilitation 20 visits<br>• Physical Therapy: 24 visits<br>• Occupational Therapy: 24 visits<br>• Manipulation Therapy: 24 visits<br>• Speech therapy: 24 visits | | |
| **Accidental Dental:** $3,000 per accident (Network and Non-network combined) | Copayments/Coinsurance based on setting where covered services are received | 40% |
| **Behavioral Health:**<br>**Mental Illness and Substance Abuse**[2]<br>• Inpatient Facility Services<br>• Physician Home and Office Visits (PCP/SCP)<br>• Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional | Benefits provided in accordance with Federal Mental Health Parity | 40% |
| **Human Organ and Tissue Transplants**[3]<br>• Acquisition and transplant procedures, harvest and storage. | No cost share | 50% |

# Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|---|---|---|
| Prescription Drugs<br>**Network Tier structure equals 1/2/3 (and 4, if applicable)** | | |
| o **Network Retail Pharmacies:**<br>(30-day supply)<br>Includes diabetic test strip | $15/$25/$40 | 50%, min $50[5] |
| o **Home Delivery Service:**<br>(90-day supply)<br>Includes diabetic test strip | $30/$50/$80 | Not covered |
| Member may be responsible for additional cost when not selecting the available generic drug.<br>Medicare Rx - Wrap | | |
| **Specialty Medications** are limited up to a 30 day supply regardless of whether they are retail or mail service. | | |

Notes:

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance 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.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.

[2] We encourage you to review the Schedule of Benefits for limitations.

[3] Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

[4] **If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible.**

[5] Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Precertification:**

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

# Your Summary of Benefits

**Pre-existing Exclusion Period: none**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

| Authorized group signature (if applicable) | Date |
|---|---|
| Underwriting signature (if applicable) | Date |

# Your Anthem Benefits

Anthem

## *City of Ashtabula*
## *Anthem Dental Traditional (group size 51+)*
## *Summary of Benefits, Effective 1/1/2016*

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

| BENEFITS | MEMBER'S RESPONSIBILITY |
|---|---|
| **Annual Deductible** (Single/Family) | $50 single/family |
| **Annual Maximum** | $2,000 |
| Class I PREVENTIVE Services *(no deductible)*<br>Include exams, oral evaluations, x-rays (bitewing and complete series), cleaning and scaling, space maintainers and other selected diagnostic and preventive services<br>*(Limits may apply) Please refer to your certificate for additional information.* | Covered in full |
| Class II BASIC SERVICES *(deductible applies)* | |
| **Class II A General Services**<br>Include palliative (emergency) treatment, consultations, general anesthesia, intravenous sedation, office visits for observation, amalgam and composite restorations and pin retention procedures | 20% |
| **Class II B Specialty Services**<br>Include root canal therapy, apexification/recalcification, therapeutic pulpotomy, oral surgery, simple and surgical tooth extractions, periodontic services, gingivectomy, osseous surgery and other selected endodontic, oral surgery and periodontal services.<br>*(Limits may apply) Please refer to your certificate for additional information.* | 20% |
| Class III MAJOR SERVICES *(deductible applies)* | |
| **Prosthodontic Services**<br>Include onlays, crowns, dentures, bridges and repair of dentures and bridgework, implants and other selected prosthodontic services | 20% |
| **Missing Tooth Benefit**<br>Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.<br>• Removable prosthodontics (partials or dentures)<br>• Fixed prosthodontics (bridges) for the replacement of teeth (or tooth)<br>*A waiting period and/or limits may apply. Please refer to your certificate for additional information.* | Covered |
| Class IV ORTHODONTIC *(no deductible)* | |
| **Orthodontic Services**<br>Include examination, records, minor treatment of tooth guidance, repositioning (straightening) of the teeth, interceptive or comprehensive orthodontic treatment, post-treatment stabilization.<br>*A waiting period and/or limits may apply. Please refer to your certificate for additional information* | 40% |
| **Separate Orthodontic Lifetime Maximum** | $800 |

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| Authorized group signature (if applicable) | Date |
|---|---|
| Underwriting signature (if applicable) | Date |



Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
An independent licensee of the Blue Cross and Blue Shield Association.
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# Your Summary of Benefits

Anthem BlueCross BlueShield

**City of Ashtabula**
**Lumenos Health Savings Accounts**
**Effective 1/1/2016**

| Covered Benefits | Network | Non-Network |
|---|---|---|
| **Deductible**<br>Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage. | Single: $3,000<br>Family: $6,000 | Single: $3,000<br>Family: $6,000 |
| **Out-of-Pocket Limit** | Single: $3,000<br>Family: $6,000 | Single: $6,000<br>Family: $12,000 |
| **Physician Home and Office Services**<br>• Including Office Surgeries, allergy serum, allergy injections and allergy testing | 0% | 30% |
| **Preventive Care Services**<br>Services include but are not limited to:<br>Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams | No cost share | 30% |
| **Emergency and Urgent Care**<br>• **Emergency Room Services @ Hospital (facility/other covered services)** (copayment waived if admitted)<br>• **Urgent Care Center Services** | 0%<br><br>0% | 0%<br><br>0% |
| **Inpatient and Outpatient Professional Services**<br>Include but are not limited to:<br>• 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** (Network/Non-Network combined) Unlimited days except for:<br>• 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)<br>• 100 days for skilled nursing facility | 0% | 30% |
| **Outpatient Surgery Hospital/Alternative Care Facility**<br>• Surgery and administration of general anesthesia | 0% | 30% |
| Blue 8.0 600 Series | | |



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# Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|---|---|---|
| **Other Outpatient Services**<br>including but not limited to:<br>• Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.<br>• Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined)<br>• Durable Medical Equipment, Orthotics and Prosthetics<br>• Physical Medicine Therapy Day Rehabilitation programs<br>• Hospice Care<br>• Ambulance Services | 0%<br><br><br><br><br><br><br><br><br>0%<br>0% | 30%<br><br><br><br><br><br><br><br><br>0%<br>0% |
| Accidental Dental Services $3,000 per accident (Network and Non-network combined) | 0% | 30% |
| **Outpatient Therapy Services**<br>(Combined Network & Non-Network limits apply)<br>• Physician Home and Office Visits<br>• Other Outpatient Services @ Hospital/Alternative Care Facility<br>Limits apply to:<br>• Cardiac Rehabilitation 36 visits<br>• Pulmonary Rehabilitation 20 visits<br>• Physical Therapy: 24 visits<br>• Occupational Therapy: 24 visits<br>• Manipulation Therapy: 24 visits<br>• Speech therapy: 24 visits | <br><br>0%<br>0% | <br><br>30%<br>30% |
| **Behavioral Health Services:**<br>**Mental Illness and Substance Abuse[1]**<br>• Physician Home and Office Visits<br>• Other Outpatient Services @ Hospital/Alternative Care Facility | Benefits provided in accordance with Federal Mental Health Parity | 30% |
| **Human Organ and Tissue Transplants**<br>• Acquisition and transplant procedures, harvest and storage. | 0% | 30% |
| **Prescription Drugs**<br>• **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip<br>• **Home Delivery Service:** (90-day supply) Includes diabetic test strip<br>- Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service<br>- Member may be responsible for additional cost when not selecting the available generic drug.<br>**Medicare Rx - Wrap** | <br>0%<br><br>0% | <br>30%[2]<br><br>Not covered |

# Your Summary of Benefits

**Notes:**

- All medical and drug cost shares, deductibles and percentage (%) coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Deductible applies to all prescription drug expenses for Rx plans. Once the deductible is met the appropriate copayment/ coinsurance applies. Copayments/coinsurance accumulate to the Medical OOP max. Once the Medical OOP max is met, no additional costshare applies.
- Network and Non-network **Deductible**, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance 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.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- No Cost Share (NCS): No deductible/copayment/coinsurance up to the maximum allowable amount.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Wigs limited to 1 per benefit period
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.

1 We encourage you to review the Schedule of Benefits for limitations.
2 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
**4th Tier per script 30 day supply.

**Precertification:**
Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: none**

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