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

THIS AGREEMENT made and entered into as of the 12th day of June , 2018, and effective May 1st, 2018 in the City of Ashtabula, County of Ashtabula, State of Ohio, by and between the City of Ashtabula and Local #165, of the International Association of Firefighters (AFL-CIO-CLC).

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

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

WITNESSETH

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

ARTICLE I RECOGNITION

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

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

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

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

ARTICLE II PAYROLL DEDUCTIONS

SECTION 1. UNION AND CREDIT UNION DEDUCTIONS

The City hereby authorizes, and directs, the Finance Director to deduct from the pay check of each employee, of the Division of Fire, who has signed the approved authorization card, assessments and dues as levied by the Union. The City further agrees to turn over to a bank of the Union’s choice, within 5 days all Union assessments and dues so deducted, from the pay checks of the employees covered by this Agreement.

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

SECTION 2. INSURANCE, CHARITY DEDUCTIONS

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

SECTION 3. FAIR SHARE FEE

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

ARTICLE III PLEDGE AGAINST DISCRIMINATION AND COERCION: MANAGEMENT RIGHTS

SECTION 1. PLEDGE AGAINST DISCRIMINATION AND COERCION

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

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

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

SECTION 2. MANAGEMENT RIGHTS

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

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

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

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

ARTICLE IV UNION BUSINESS

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

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

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

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

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

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

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

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

ARTICLE V GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI ARBITRATION PROCEDURE

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

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

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

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

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

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

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

SECTION 1. PROBATIONARY PERIOD

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

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

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

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

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

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

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

SECTION 2. SENIORITY

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

SECTION 3. MILITARY DUTY

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

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

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

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

SECTION 4. VACANCIES CREATED BY MILITARY LEAVE

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

SECTION 5. LAYOFF AND RECALL

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

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

ARTICLE VIII OVERTIME COMPENSATION

SECTION 1. DEFINED

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

SECTION 2. TRAINING, COURT, ETC.

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

SECTION 3. CALL-IN RATE

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

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

SECTION 4. EARLY RESPONSE

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

SECTION 5. HOLDOVER

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

SECTION 6. OVERTIME DISTRIBUTION

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

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

SECTION 7. OVERTIME RATE

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

SECTION 8. PRIVATE DUTY

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

SECTION 9. BUSINESS, GOV'T DUTY

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

SECTION 10. FIRE WATCH

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

SECTION 11. COMPENSATORY TIME

Any compensatory time earned prior to or after the date of execution of this Agreement shall be maintained and utilized by the employee, in accordance with the Fair Labor Standards Act (FLSA). In the event of retirement the employee may elect to use said time or be paid upon retirement. In the event of death, the employees, beneficiary shall be paid for accrued time. If no beneficiary, then it shall be paid according to Article IX; Section 16.

ARTICLE IX GENERAL PROVISIONS

SECTION 1. SAFETY AND WELFARE

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

SECTION 2. TRAINING

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

SECTION 3. WEATHER CONDITIONS

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

SECTION 4. EMPLOYEES SAFETY COMMITTEE

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

SECTION 5. WORK RULES

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

SECTION 6. EMPLOYEES CIVIL RIGHTS

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

SECTION 7. DUTIES

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

SECTION 8. HOUSECLEANING

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

SECTION 9. EQUIPMENT MAINTENANCE

Maintenance of fire apparatus shall be limited to normal maintenance.

SECTION 10. FLSA DAYS

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

To satisfy the FLSA mandated overtime requirements while maintaining adequate staffing to meet operational requirements, each member will be given one (1) 24 hour tour off for each of the four (4) cycles.

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

SECTION 11. PROMOTIONS

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

SECTION 12. TEMPORARY PROMOTIONS

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

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

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

SECTION 13. SICK LEAVE

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

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

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

Unused sick leave shall be cumulative without limit. When an employee uses sick leave, it shall be deducted

from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work.

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

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

SECTION 14. SICK LEAVE INCENTIVE

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

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

Effective January 1, 2016, and in each year thereafter, employees will be paid the following incentive pay for non-use of sick leave during the period of July 1 of the preceding year June 30 of the year in which the incentive is paid. 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:

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

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

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

SECTION 15. SICK LEAVE PAID UPON RETIREMENT OR SEPARATION

a. For purposes of this section, "retirement" shall mean a voluntary withdrawal from employment with the City accompanied by a change in an employee's status to "retired" with the Public Employees Retirement System or Ohio Police & Fire Pension Fund due to either (1) age and years of service, or (2) disability. No payment of accumulated sick leave shall be made to any employee who voluntarily resigns or quits without a change in his or her PERS/OPFPF status, or who is terminated by the employer for just cause. No payment of accumulated sick leave shall be made to any person on layoff

status unless such person retires due to age and years of service, or due to disability, while on layoff. An employee whose job is abolished but who does not yet qualify for PERS retirement will not be eligible to receive any payment of accumulated sick leave.

- i. Existing employees having at least 19 years of service with the City as of May 1, 2012, are entitled to be paid 100% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 50% of the accumulated amount in excess of 960 hours.
- ii. Existing employees having at least 14 years of service with the City as of May 1, 2012, are entitled to be paid 90% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iii. Existing employees having at least 9 years of service with the City as of May 1, 2012, are entitled to be paid 75% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iv. Existing employees with less than 9 years of service with the City as of May 1, 2012, are entitled to be paid 60% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- v. Employees hired after May 1, 2012 are entitled to be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement.
 - b. Terminal payments of sick leave which total \$15,000 or more shall be made in not more than two (2) equal payments, to-wit: half within 30 days of the effective date of retirement, and the balance within 335 days thereafter. Otherwise, payment shall be made within 30 days of the effective date of retirement.
 - c. "Sick leave" as used herein shall mean sick leave which accrued during service with the City of Ashtabula. Sick time which was accumulated with another public employer and transferred to the City shall be subject to payment upon retirement at a maximum rate of 25% of the amount so transferred. Any terminal payment of transferred sick leave shall not serve to increase the limitations as to maximum payout set forth above.
 - d. Payment of sick leave shall be made at the current regular hourly rate (40 hour work week assumed) received by the employee at the effective date of his or her retirement.
 - e. Commitment Incentive Program (CIP): Prior to September 1, any member of the bargaining unit who intends to retire in the following year shall submit written notice to the City. Said notice shall include the date the employee plans to begin his or her terminal leave and the actual date of retirement. In return for this commitment, the City shall pay an additional 5% of the amount of the sick leave payment the employee would otherwise be entitled to receive as of retirement date. (Example: if an employee who would otherwise receive a terminal payment of \$8,000 participated in the CIP, the payment would increase to \$8,400.) Any employee rescinding his or her notice of retirement shall permanently forfeit eligibility for this incentive, and upon retirement such employee shall be paid out at the rate otherwise applicable were it not for this CIP. Each employee shall be given one (1) opportunity to participate in the CIP.

SECTION 15A: SICK LEAVE BUYOUT PROGRAM

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.

SECTION 16. SICK LEAVE PAY UPON DEATH

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

SECTION 17. NON-DISCIPLINARY RESIGNATION/SEPARATION

In the event an employee resigns or separates from service with the City of Ashtabula for non-disciplinary reasons, the employee shall be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their separation. Upon this payment, the employee will have zero balance of their sick time and no sick time will transfer to another eligible entity.

SECTION 18. SERVICE CONNECTED INJURY

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

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

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

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

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

SECTION 20. FUNERAL LEAVE

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

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

SECTION 21. LONGEVITY PAY

Longevity shall be considered as length of service in the Division of Fire and shall be compensated in accordance with the following formula, and be paid annually on December 1st. Longevity Pay will be

calculated based on the employee's anniversary date each succeeding year. If an employee is separated from service, retires or dies prior to his anniversary date he shall be paid longevity prorated to include the time from his actual anniversary date to the date of his separation, retirement or death. All within 30 days. Longevity rates and methods of computation shall apply in case of employee layoffs.

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

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

SECTION 22. HOLIDAYS

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

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

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

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

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

SECTION 23. VACATION

All full time employees covered by this Agreement shall be allowed vacation leave with pay after the completion of one (1) year of employment at the rate of two (2) **weeks** per year. After the first such vacation, the anniversary date shall be January 1st of each succeeding year. All employees who have reached their sixth (6th) anniversary date with the City shall receive three (3) **weeks** of paid vacation per year thereafter. All employees who have reached their eleventh (11th) anniversary date shall receive four (4) **weeks** vacation with pay per year thereafter. All employees who have reached their eighteenth (18th) anniversary date shall receive five (5) **weeks** vacation with pay per year thereafter. All employees who have reached their Twenty-

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

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

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

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

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

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

SECTION 24. COMPENSATION FOR USE OF EMPLOYEES CAR

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

SECTION 25. EDUCATIONAL BENEFITS

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

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

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

D. Effective 5-1-91, EMT-A, A-EMT-A and EMT-P incentive pay shall be as reflected in the salary

schedule if employees are certified in any of the following categories.

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

F. Upon assignment, and each year thereafter, members that are certified as Fire Safety Inspector and assigned to the Fire Prevention Bureau as a collateral assignment shall receive an additional \$45 per month.

SECTION 26. COURT LEAVE

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

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

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

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

SECTION 27. UNEMPLOYMENT COMPENSATION

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

SECTION 28. CIVIL SERVICE

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

SECTION 29. TRADING TIME

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

SECTION 30. VOTING

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

SECTION 31. THREE PLATOON SYSTEM

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

SECTION 32. FIRE PREVENTION BUREAU WORK WEEK

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

SECTION 32A. FIRE PREVENTION BUREAU

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

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

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

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

SECTION 33. CREW TRANSFERS

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

SECTION 34. MINIMUM MANNING

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

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

SECTION 35. RESIDENCY

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

SECTION 36. CONTRACTING OUT

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

SECTION 37. DISCIPLINE

Section 1.

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

Section 2.

- a. Discipline will be applied in a corrective, progressive and uniform manner.
- b. Progressive discipline shall take into account the nature of the violation, the employee's discipline record and the employee's record of performance and conduct.
- c. Whenever the Employer and/or his designee, determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary hearing will be scheduled to give the employee the opportunity to offer an explanation of the misconduct. The pre-disciplinary hearing shall be scheduled within fifteen (15) calendar days of the Employer's discovery of the alleged misconduct. In the event the Employer or the Union cannot schedule said hearing in the time limits set in this paragraph, the Employer or Union shall request the additional time needed. Said request for additional time shall not be unreasonably denied by the Employer or the Union. The pre-disciplinary hearing procedure shall be as follows:
 1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the hearing. Such notice shall be given to the employee and the Union at least five (5) days before the hearing. The employee with the Union's Approval shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the parties.
 2. The hearing shall be conducted before a "neutral" hearing officer selected by the Employer, who shall be an administrator who is not involved in any of the events giving rise to the alleged offense. During the course of the hearing, the employee may offer verbal or written statements from other persons pertaining to the charges.
 3. Within five (5) calendar days after the hearing, the neutral hearing officer shall provide both the employee and the Union, and the Employer with a written statement affirming or disaffirming the charges, based on the evidence given at the hearing by the parties. The document will also give the reasons for the decision.

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

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

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

Suspensions of 3 days or more 24 months

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

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

**ARTICLE X
WAGES AND BENEFITS**

SECTION 1. PAY AND PAY RATES

A re-opener 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 X
WAGES AND BENEFITS**

SECTION 1A, (Employees hired after May 1, 2012) Effective January 1, 2019, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a 10% reduction from the salary of employees hired prior to May 1, 2012 and a 6.5% rank differential.

Rank	2019 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$42,626.74	\$43,140.76	\$43,654.78	\$44,168.79	\$43,654.78	\$44,682.81
FF EMT-A	\$43,860.38	\$44,374.40	\$44,888.41	\$45,402.43	\$44,888.41	\$45,916.46
FF AEMT-A	\$44,374.40	\$44,888.41	\$45,402.43	\$45,915.43	\$45,402.43	\$46,430.47
FF EMT-P	\$44,991.22	\$45,505.24	\$46,019.25	\$46,533.27	\$46,019.25	\$47,047.30
FF 1st	\$45,397.48	\$45,944.91	\$46,492.34	\$47,039.77	\$46,492.34	\$47,587.19
FF EMT-A	\$46,711.30	\$47,258.73	\$47,806.16	\$48,353.59	\$47,806.16	\$48,901.03
FF AEMT-A	\$47,258.73	\$47,806.16	\$48,353.59	\$48,899.94	\$48,353.59	\$49,448.45
FF EMT-P	\$47,915.65	\$48,463.08	\$49,010.50	\$49,557.93	\$49,010.50	\$50,105.37
Engineer	\$48,348.32	\$48,931.33	\$49,514.34	\$50,097.35	\$49,514.34	\$50,680.36
Eng. EMT-A	\$49,747.54	\$50,330.55	\$50,913.56	\$51,496.57	\$50,913.56	\$52,079.59
Eng. AEMT-A	\$50,330.55	\$50,913.56	\$51,496.57	\$52,078.43	\$51,496.57	\$52,662.60
Eng. EMT-P	\$51,030.16	\$51,613.18	\$52,196.19	\$52,779.20	\$52,196.19	\$53,362.22
Lieutenant	\$51,490.96	\$52,111.86	\$52,732.77	\$53,353.68	\$52,732.77	\$53,974.58
LT. EMT-A	\$52,981.13	\$53,602.03	\$54,222.94	\$54,843.85	\$54,222.94	\$55,464.77
LT. AEMT-A	\$53,602.03	\$54,222.94	\$54,843.85	\$55,463.53	\$54,843.85	\$56,085.67
LT. EMT-P	\$54,347.12	\$54,968.03	\$55,588.94	\$56,209.85	\$55,588.94	\$56,830.76
Captain	\$54,837.87	\$55,499.14	\$56,160.40	\$56,821.67	\$56,160.40	\$57,482.93
Capt. EMT-A	\$56,424.90	\$57,086.17	\$57,747.43	\$58,408.70	\$57,747.43	\$59,069.98
Capt. AEMT-A	\$57,086.17	\$57,747.43	\$58,408.70	\$59,068.66	\$58,408.70	\$59,731.24
Capt. EMT-P	\$57,879.69	\$58,540.95	\$59,202.22	\$59,863.49	\$59,202.22	\$60,524.76
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$44,168.79	\$45,196.83	\$44,682.81	\$45,710.85	\$45,196.83	\$46,224.86
FF EMT-A	\$45,402.43	\$46,430.47	\$45,916.46	\$46,944.49	\$46,430.47	\$47,458.51
FF AEMT-A	\$45,916.46	\$46,944.49	\$46,430.47	\$47,458.51	\$46,944.49	\$47,972.53
FF EMT-P	\$46,533.27	\$47,561.31	\$47,047.30	\$48,075.33	\$47,561.31	\$48,589.35
FF 1st	\$47,039.77	\$48,134.62	\$47,587.19	\$48,682.05	\$48,134.62	\$49,229.48
FF EMT-A	\$48,353.59	\$49,448.45	\$48,901.03	\$49,995.88	\$49,448.45	\$50,543.31
FF AEMT-A	\$48,901.03	\$49,995.88	\$49,448.45	\$50,543.31	\$49,995.88	\$51,090.74
FF EMT-P	\$49,557.93	\$50,652.80	\$50,105.37	\$51,200.23	\$50,652.80	\$51,747.66
Engineer	\$50,097.35	\$51,263.37	\$50,680.36	\$51,846.38	\$51,263.37	\$52,429.40
Eng. EMT-A	\$51,496.57	\$52,662.60	\$52,079.59	\$53,245.62	\$52,662.60	\$53,828.63
Eng. AEMT-A	\$52,079.59	\$53,245.62	\$52,662.60	\$53,828.63	\$53,245.62	\$54,411.64
Eng. EMT-P	\$52,779.20	\$53,945.23	\$53,362.22	\$54,528.24	\$53,945.23	\$55,111.25
Lieutenant	\$53,353.68	\$54,595.49	\$53,974.58	\$55,216.40	\$54,595.49	\$55,837.31
LT. EMT-A	\$54,843.85	\$56,085.67	\$55,464.77	\$56,706.58	\$56,085.67	\$57,327.49
LT. AEMT-A	\$55,464.77	\$56,706.58	\$56,085.67	\$57,327.49	\$56,706.58	\$57,948.39
LT. EMT-P	\$56,209.85	\$57,451.67	\$56,830.76	\$58,072.58	\$57,451.67	\$58,693.48
Captain	\$56,821.67	\$58,144.20	\$57,482.93	\$58,805.46	\$58,144.20	\$59,466.73
Capt. EMT-A	\$58,408.70	\$59,731.24	\$59,069.98	\$60,392.51	\$59,731.24	\$61,053.77
Capt. AEMT-A	\$59,069.98	\$60,392.51	\$59,731.24	\$61,053.77	\$60,392.51	\$61,715.04
Capt. EMT-P	\$59,863.49	\$61,186.03	\$60,524.76	\$61,847.30	\$61,186.03	\$62,508.56

**ARTICLE X
WAGES AND BENEFITS**

SECTION 1B, (Employees hired prior to May 1, 2012) Effective January 1, 2019, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a one and one-half percent (1.5%) increase and a 6.5% rank differential for those employees covered by this agreement.

Rank	2019 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$47,363.05	\$47,934.18	\$48,505.31	\$49,076.44	\$48,505.31	\$49,647.57
FF EMT-A	\$48,733.75	\$49,304.88	\$49,876.01	\$50,447.14	\$49,876.01	\$51,018.28
FF AEMT-A	\$49,304.88	\$49,876.01	\$50,447.14	\$51,017.15	\$50,447.14	\$51,589.42
FF EMT-P	\$49,990.24	\$50,561.37	\$51,132.50	\$51,703.63	\$51,132.50	\$52,274.77
FF 1st	\$50,441.64	\$51,049.90	\$51,658.15	\$52,266.41	\$51,658.15	\$52,874.66
FF EMT-A	\$51,901.45	\$52,509.70	\$53,117.95	\$53,726.21	\$53,117.95	\$54,334.47
FF AEMT-A	\$52,509.70	\$53,117.95	\$53,726.21	\$54,333.26	\$53,726.21	\$54,942.73
FF EMT-P	\$53,239.61	\$53,847.86	\$54,456.12	\$55,064.37	\$54,456.12	\$55,672.63
Engineer	\$53,720.35	\$54,368.14	\$55,015.93	\$55,663.72	\$55,015.93	\$56,311.51
Eng. EMT-A	\$55,275.04	\$55,922.83	\$56,570.62	\$57,218.41	\$56,570.62	\$57,866.21
Eng. AEMT-A	\$55,922.83	\$56,570.62	\$57,218.41	\$57,864.92	\$57,218.41	\$58,514.00
Eng. EMT-P	\$56,700.18	\$57,347.97	\$57,995.76	\$58,643.55	\$57,995.76	\$59,291.36
Lieutenant	\$57,212.17	\$57,902.07	\$58,591.97	\$59,281.86	\$58,591.97	\$59,971.76
LT. EMT-A	\$58,867.92	\$59,557.82	\$60,247.71	\$60,937.61	\$60,247.71	\$61,627.52
LT. AEMT-A	\$59,557.82	\$60,247.71	\$60,937.61	\$61,626.14	\$60,937.61	\$62,317.41
LT. EMT-P	\$60,385.69	\$61,075.59	\$61,765.49	\$62,455.38	\$61,765.49	\$63,145.29
Captain	\$60,930.97	\$61,665.71	\$62,400.45	\$63,135.19	\$62,400.45	\$63,869.93
Capt. EMT-A	\$62,694.33	\$63,429.07	\$64,163.81	\$64,898.55	\$64,163.81	\$65,633.31
Capt. AEMT-A	\$63,429.07	\$64,163.81	\$64,898.55	\$65,631.84	\$64,898.55	\$66,368.05
Capt. EMT-P	\$64,310.76	\$65,045.50	\$65,780.24	\$66,514.98	\$65,780.24	\$67,249.74

Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$49,076.44	\$50,218.70	\$49,647.57	\$50,789.83	\$50,218.70	\$51,360.96
FF EMT-A	\$50,447.14	\$51,589.42	\$51,018.28	\$52,160.55	\$51,589.42	\$52,731.68
FF AEMT-A	\$51,018.28	\$52,160.55	\$51,589.42	\$52,731.68	\$52,160.55	\$53,302.81
FF EMT-P	\$51,703.63	\$52,845.90	\$52,274.77	\$53,417.03	\$52,845.90	\$53,988.16
FF 1st	\$52,266.41	\$53,482.91	\$52,874.66	\$54,091.17	\$53,482.91	\$54,699.42
FF EMT-A	\$53,726.21	\$54,942.73	\$54,334.47	\$55,550.98	\$54,942.73	\$56,159.23
FF AEMT-A	\$54,334.47	\$55,550.98	\$54,942.73	\$56,159.23	\$55,550.98	\$56,767.49
FF EMT-P	\$55,064.37	\$56,280.89	\$55,672.63	\$56,889.14	\$56,280.89	\$57,497.40
Engineer	\$55,663.72	\$56,959.30	\$56,311.51	\$57,607.09	\$56,959.30	\$58,254.88
Eng. EMT-A	\$57,218.41	\$58,514.00	\$57,866.21	\$59,161.79	\$58,514.00	\$59,809.59
Eng. AEMT-A	\$57,866.21	\$59,161.79	\$58,514.00	\$59,809.59	\$59,161.79	\$60,457.38
Eng. EMT-P	\$58,643.55	\$59,939.15	\$59,291.36	\$60,586.94	\$59,939.15	\$61,234.73
Lieutenant	\$59,281.86	\$60,661.66	\$59,971.76	\$61,351.55	\$60,661.66	\$62,041.45
LT. EMT-A	\$60,937.61	\$62,317.41	\$61,627.52	\$63,007.31	\$62,317.41	\$63,697.21
LT. AEMT-A	\$61,627.52	\$63,007.31	\$62,317.41	\$63,697.21	\$63,007.31	\$64,387.10
LT. EMT-P	\$62,455.38	\$63,835.19	\$63,145.29	\$64,525.09	\$63,835.19	\$65,214.98
Captain	\$63,135.19	\$64,604.67	\$63,869.93	\$65,339.41	\$64,604.67	\$66,074.15
Capt. EMT-A	\$64,898.55	\$66,368.05	\$65,633.31	\$67,102.79	\$66,368.05	\$67,837.53
Capt. AEMT-A	\$65,633.31	\$67,102.79	\$66,368.05	\$67,837.53	\$67,102.79	\$68,572.27
Capt. EMT-P	\$66,514.98	\$67,984.48	\$67,249.74	\$68,719.22	\$67,984.48	\$69,453.96

**ARTICLE X
WAGES AND BENEFITS**

SECTION 2, (Employees hired after May 1, 2012) Effective January 1, 2020, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a 10% reduction from the salary of employees hired prior to May 1, 2012 and a 6.5% rank differential.

Rank	2020 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$43,479.28	\$44,003.57	\$44,527.87	\$45,052.17	\$44,527.87	\$45,576.47
FF EMT-A	\$44,737.59	\$45,261.88	\$45,786.18	\$46,310.48	\$45,786.18	\$46,834.79
FF AEMT-A	\$45,261.88	\$45,786.18	\$46,310.48	\$46,833.74	\$46,310.48	\$47,359.08
FF EMT-P	\$45,891.04	\$46,415.34	\$46,939.64	\$47,463.94	\$46,939.64	\$47,988.24
FF 1st	\$46,305.43	\$46,863.81	\$47,422.18	\$47,980.56	\$47,422.18	\$48,538.94
FF EMT-A	\$47,645.53	\$48,203.91	\$48,762.28	\$49,320.66	\$48,762.28	\$49,879.05
FF AEMT-A	\$48,203.91	\$48,762.28	\$49,320.66	\$49,877.94	\$49,320.66	\$50,437.42
FF EMT-P	\$48,873.96	\$49,432.34	\$49,990.71	\$50,549.09	\$49,990.71	\$51,107.48
Engineer	\$49,315.28	\$49,909.95	\$50,504.63	\$51,099.30	\$50,504.63	\$51,693.97
Eng. EMT-A	\$50,742.49	\$51,337.16	\$51,931.83	\$52,526.50	\$51,931.83	\$53,121.18
Eng. AEMT-A	\$51,337.16	\$51,931.83	\$52,526.50	\$53,120.00	\$52,526.50	\$53,715.86
Eng. EMT-P	\$52,050.77	\$52,645.44	\$53,240.11	\$53,834.78	\$53,240.11	\$54,429.46
Lieutenant	\$52,520.78	\$53,154.10	\$53,787.43	\$54,420.75	\$53,787.43	\$55,054.08
LT. EMT-A	\$54,040.75	\$54,674.07	\$55,307.40	\$55,940.73	\$55,307.40	\$56,574.06
LT. AEMT-A	\$54,674.07	\$55,307.40	\$55,940.73	\$56,572.80	\$55,940.73	\$57,207.39
LT. EMT-P	\$55,434.07	\$56,067.39	\$56,700.72	\$57,334.04	\$56,700.72	\$57,967.38
Captain	\$55,934.63	\$56,609.12	\$57,283.61	\$57,958.10	\$57,283.61	\$58,632.59
Capt. EMT-A	\$57,553.40	\$58,227.89	\$58,902.38	\$59,576.87	\$58,902.38	\$60,251.38
Capt. AEMT-A	\$58,227.89	\$58,902.38	\$59,576.87	\$60,250.03	\$59,576.87	\$60,925.87
Capt. EMT-P	\$59,037.28	\$59,711.77	\$60,386.26	\$61,060.76	\$60,386.26	\$61,735.26
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$45,052.17	\$46,100.76	\$45,576.47	\$46,625.06	\$46,100.76	\$47,149.36
FF EMT-A	\$46,310.48	\$47,359.08	\$46,834.79	\$47,883.38	\$47,359.08	\$48,407.68
FF AEMT-A	\$46,834.79	\$47,883.38	\$47,359.08	\$48,407.68	\$47,883.38	\$48,931.98
FF EMT-P	\$47,463.94	\$48,512.54	\$47,988.24	\$49,036.84	\$48,512.54	\$49,561.14
FF 1st	\$47,980.56	\$49,097.31	\$48,538.94	\$49,655.69	\$49,097.31	\$50,214.07
FF EMT-A	\$49,320.66	\$50,437.42	\$49,879.05	\$50,995.80	\$50,437.42	\$51,554.18
FF AEMT-A	\$49,879.05	\$50,995.80	\$50,437.42	\$51,554.18	\$50,995.80	\$52,112.55
FF EMT-P	\$50,549.09	\$51,665.85	\$51,107.48	\$52,224.23	\$51,665.85	\$52,782.61
Engineer	\$51,099.30	\$52,288.64	\$51,693.97	\$52,883.31	\$52,288.64	\$53,477.98
Eng. EMT-A	\$52,526.50	\$53,715.86	\$53,121.18	\$54,310.53	\$53,715.86	\$54,905.20
Eng. AEMT-A	\$53,121.18	\$54,310.53	\$53,715.86	\$54,905.20	\$54,310.53	\$55,499.87
Eng. EMT-P	\$53,834.78	\$55,024.14	\$54,429.46	\$55,618.81	\$55,024.14	\$56,213.48
Lieutenant	\$54,420.75	\$55,687.40	\$55,054.08	\$56,320.73	\$55,687.40	\$56,954.05
LT. EMT-A	\$55,940.73	\$57,207.39	\$56,574.06	\$57,840.71	\$57,207.39	\$58,474.04
LT. AEMT-A	\$56,574.06	\$57,840.71	\$57,207.39	\$58,474.04	\$57,840.71	\$59,107.36
LT. EMT-P	\$57,334.04	\$58,600.70	\$57,967.38	\$59,234.03	\$58,600.70	\$59,867.35
Captain	\$57,958.10	\$59,307.08	\$58,632.59	\$59,981.57	\$59,307.08	\$60,656.07
Capt. EMT-A	\$59,576.87	\$60,925.87	\$60,251.38	\$61,600.36	\$60,925.87	\$62,274.85
Capt. AEMT-A	\$60,251.38	\$61,600.36	\$60,925.87	\$62,274.85	\$61,600.36	\$62,949.34
Capt. EMT-P	\$61,060.76	\$62,409.75	\$61,735.26	\$63,084.24	\$62,409.75	\$63,758.73

**ARTICLE X
WAGES AND BENEFITS**

SECTION 2A, (Employees hired prior to May 1, 2012) Effective January 1, 2020, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a two percent (2%) increase and a 6.5% rank differential for those employees covered by this agreement.

Rank	2020 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$48,310.31	\$48,892.86	\$49,475.41	\$50,057.97	\$49,475.41	\$50,640.52
FF EMT-A	\$49,708.43	\$50,290.98	\$50,873.53	\$51,456.09	\$50,873.53	\$52,038.65
FF AEMT-A	\$50,290.98	\$50,873.53	\$51,456.09	\$52,037.49	\$51,456.09	\$52,621.20
FF EMT-P	\$50,990.05	\$51,572.60	\$52,155.15	\$52,737.71	\$52,155.15	\$53,320.27
FF 1st	\$51,450.48	\$52,070.90	\$52,691.32	\$53,311.73	\$52,691.32	\$53,932.15
FF EMT-A	\$52,939.48	\$53,559.90	\$54,180.31	\$54,800.73	\$54,180.31	\$55,421.16
FF AEMT-A	\$53,559.90	\$54,180.31	\$54,800.73	\$55,419.93	\$54,800.73	\$56,041.58
FF EMT-P	\$54,304.40	\$54,924.82	\$55,545.24	\$56,165.66	\$55,545.24	\$56,786.09
Engineer	\$54,794.76	\$55,455.50	\$56,116.25	\$56,777.00	\$56,116.25	\$57,437.74
Eng. EMT-A	\$56,380.54	\$57,041.29	\$57,702.03	\$58,362.78	\$57,702.03	\$59,023.54
Eng. AEMT-A	\$57,041.29	\$57,702.03	\$58,362.78	\$59,022.22	\$58,362.78	\$59,684.28
Eng. EMT-P	\$57,834.19	\$58,494.93	\$59,155.68	\$59,816.42	\$59,155.68	\$60,477.18
Lieutenant	\$58,356.42	\$59,060.11	\$59,763.81	\$60,467.50	\$59,763.81	\$61,171.20
LT. EMT-A	\$60,045.28	\$60,748.97	\$61,452.67	\$62,156.36	\$61,452.67	\$62,860.07
LT. AEMT-A	\$60,748.97	\$61,452.67	\$62,156.36	\$62,858.67	\$62,156.36	\$63,563.76
LT. EMT-P	\$61,593.41	\$62,297.10	\$63,000.80	\$63,704.49	\$63,000.80	\$64,408.20
Captain	\$62,149.58	\$62,899.02	\$63,648.45	\$64,397.89	\$63,648.45	\$65,147.32
Capt. EMT-A	\$63,948.22	\$64,697.66	\$65,447.09	\$66,196.52	\$65,447.09	\$66,945.97
Capt. AEMT-A	\$64,697.66	\$65,447.09	\$66,196.52	\$66,944.48	\$66,196.52	\$67,695.41
Capt. EMT-P	\$65,596.98	\$66,346.41	\$67,095.85	\$67,845.28	\$67,095.85	\$68,594.73
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$50,057.97	\$51,223.07	\$50,640.52	\$51,805.63	\$51,223.07	\$52,388.18
FF EMT-A	\$51,456.09	\$52,621.20	\$52,038.65	\$53,203.76	\$52,621.20	\$53,786.31
FF AEMT-A	\$52,038.65	\$53,203.76	\$52,621.20	\$53,786.31	\$53,203.76	\$54,368.86
FF EMT-P	\$52,737.71	\$53,902.82	\$53,320.27	\$54,485.37	\$53,902.82	\$55,067.93
FF 1st	\$53,311.73	\$54,552.57	\$53,932.15	\$55,172.99	\$54,552.57	\$55,793.41
FF EMT-A	\$54,800.73	\$56,041.58	\$55,421.16	\$56,662.00	\$56,041.58	\$57,282.42
FF AEMT-A	\$55,421.16	\$56,662.00	\$56,041.58	\$57,282.42	\$56,662.00	\$57,902.84
FF EMT-P	\$56,165.66	\$57,406.51	\$56,786.09	\$58,026.92	\$57,406.51	\$58,647.34
Engineer	\$56,777.00	\$58,098.49	\$57,437.74	\$58,759.24	\$58,098.49	\$59,419.98
Eng. EMT-A	\$58,362.78	\$59,684.28	\$59,023.54	\$60,345.03	\$59,684.28	\$61,005.78
Eng. AEMT-A	\$59,023.54	\$60,345.03	\$59,684.28	\$61,005.78	\$60,345.03	\$61,666.52
Eng. EMT-P	\$59,816.42	\$61,137.93	\$60,477.18	\$61,798.67	\$61,137.93	\$62,459.42
Lieutenant	\$60,467.50	\$61,874.89	\$61,171.20	\$62,578.59	\$61,874.89	\$63,282.28
LT. EMT-A	\$62,156.36	\$63,563.76	\$62,860.07	\$64,267.46	\$63,563.76	\$64,971.15
LT. AEMT-A	\$62,860.07	\$64,267.46	\$63,563.76	\$64,971.15	\$64,267.46	\$65,674.85
LT. EMT-P	\$63,704.49	\$65,111.89	\$64,408.20	\$65,815.59	\$65,111.89	\$66,519.28
Captain	\$64,397.89	\$65,896.76	\$65,147.32	\$66,646.19	\$65,896.76	\$67,395.63
Capt. EMT-A	\$66,196.52	\$67,695.41	\$66,945.97	\$68,444.84	\$67,695.41	\$69,194.28
Capt. AEMT-A	\$66,945.97	\$68,444.84	\$67,695.41	\$69,194.28	\$68,444.84	\$69,943.71
Capt. EMT-P	\$67,845.28	\$69,344.17	\$68,594.73	\$70,093.60	\$69,344.17	\$70,843.04

**ARTICLE X
WAGES AND BENEFITS**

SECTION 3, (Employees hired after May 1, 2012) Effective January 1, 2021, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a 10% reduction from the salary of employees hired prior to May 1, 2012 and a 6.5% rank differential.

Rank	2021 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$44,131.47	\$44,663.63	\$45,195.79	\$45,727.95	\$45,195.79	\$46,260.11
FF EMT-A	\$45,408.65	\$45,940.81	\$46,472.97	\$47,005.14	\$46,472.97	\$47,537.31
FF AEMT-A	\$45,940.81	\$46,472.97	\$47,005.14	\$47,536.25	\$47,005.14	\$48,069.47
FF EMT-P	\$46,579.41	\$47,111.57	\$47,643.73	\$48,175.89	\$47,643.73	\$48,708.07
FF 1st	\$47,000.01	\$47,566.76	\$48,133.52	\$48,700.27	\$48,133.52	\$49,267.02
FF EMT-A	\$48,360.21	\$48,926.96	\$49,493.72	\$50,060.47	\$49,493.72	\$50,627.23
FF AEMT-A	\$48,926.96	\$49,493.72	\$50,060.47	\$50,626.10	\$50,060.47	\$51,193.98
FF EMT-P	\$49,607.07	\$50,173.82	\$50,740.57	\$51,307.33	\$50,740.57	\$51,874.09
Engineer	\$50,055.01	\$50,658.60	\$51,262.20	\$51,865.79	\$51,262.20	\$52,469.38
Eng. EMT-A	\$51,503.63	\$52,107.22	\$52,710.81	\$53,314.40	\$52,710.81	\$53,918.00
Eng. AEMT-A	\$52,107.22	\$52,710.81	\$53,314.40	\$53,916.80	\$53,314.40	\$54,521.59
Eng. EMT-P	\$52,831.53	\$53,435.12	\$54,038.71	\$54,642.30	\$54,038.71	\$55,245.91
Lieutenant	\$53,308.59	\$53,951.41	\$54,594.24	\$55,237.06	\$54,594.24	\$55,879.89
LT. EMT-A	\$54,851.36	\$55,494.19	\$56,137.01	\$56,779.84	\$56,137.01	\$57,422.67
LT. AEMT-A	\$55,494.19	\$56,137.01	\$56,779.84	\$57,421.39	\$56,779.84	\$58,065.50
LT. EMT-P	\$56,265.58	\$56,908.40	\$57,551.23	\$58,194.05	\$57,551.23	\$58,836.89
Captain	\$56,773.65	\$57,458.25	\$58,142.86	\$58,827.47	\$58,142.86	\$59,512.08
Capt. EMT-A	\$58,416.70	\$59,101.31	\$59,785.92	\$60,470.53	\$59,785.92	\$61,155.15
Capt. AEMT-A	\$59,101.31	\$59,785.92	\$60,470.53	\$61,153.78	\$60,470.53	\$61,839.75
Capt. EMT-P	\$59,922.84	\$60,607.45	\$61,292.06	\$61,976.67	\$61,292.06	\$62,661.29
Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$45,727.95	\$46,792.28	\$46,260.11	\$47,324.44	\$46,792.28	\$47,856.60
FF EMT-A	\$47,005.14	\$48,069.47	\$47,537.31	\$48,601.63	\$48,069.47	\$49,133.79
FF AEMT-A	\$47,537.31	\$48,601.63	\$48,069.47	\$49,133.79	\$48,601.63	\$49,665.96
FF EMT-P	\$48,175.89	\$49,240.23	\$48,708.07	\$49,772.39	\$49,240.23	\$50,304.55
FF 1st	\$48,700.27	\$49,833.77	\$49,267.02	\$50,400.53	\$49,833.77	\$50,967.28
FF EMT-A	\$50,060.47	\$51,193.98	\$50,627.23	\$51,760.74	\$51,193.98	\$52,327.49
FF AEMT-A	\$50,627.23	\$51,760.74	\$51,193.98	\$52,327.49	\$51,760.74	\$52,894.24
FF EMT-P	\$51,307.33	\$52,440.84	\$51,874.09	\$53,007.60	\$52,440.84	\$53,574.35
Engineer	\$51,865.79	\$53,072.97	\$52,469.38	\$53,676.56	\$53,072.97	\$54,280.15
Eng. EMT-A	\$53,314.40	\$54,521.59	\$53,918.00	\$55,125.19	\$54,521.59	\$55,728.78
Eng. AEMT-A	\$53,918.00	\$55,125.19	\$54,521.59	\$55,728.78	\$55,125.19	\$56,332.37
Eng. EMT-P	\$54,642.30	\$55,849.50	\$55,245.91	\$56,453.09	\$55,849.50	\$57,056.68
Lieutenant	\$55,237.06	\$56,522.71	\$55,879.89	\$57,165.54	\$56,522.71	\$57,808.36
LT. EMT-A	\$56,779.84	\$58,065.50	\$57,422.67	\$58,708.32	\$58,065.50	\$59,351.15
LT. AEMT-A	\$57,422.67	\$58,708.32	\$58,065.50	\$59,351.15	\$58,708.32	\$59,993.97
LT. EMT-P	\$58,194.05	\$59,479.71	\$58,836.89	\$60,122.54	\$59,479.71	\$60,765.36
Captain	\$58,827.47	\$60,196.69	\$59,512.08	\$60,881.30	\$60,196.69	\$61,565.91
Capt. EMT-A	\$60,470.53	\$61,839.75	\$61,155.15	\$62,524.36	\$61,839.75	\$63,208.97
Capt. AEMT-A	\$61,155.15	\$62,524.36	\$61,839.75	\$63,208.97	\$62,524.36	\$63,893.58
Capt. EMT-P	\$61,976.67	\$63,345.90	\$62,661.29	\$64,030.50	\$63,345.90	\$64,715.11

**ARTICLE X
WAGES AND BENEFITS**

SECTION 3A, (Employees hired prior to May 1, 2012) Effective January 1, 2021, and each year thereafter, this yearly pay schedule (including NFPA job certifications and Ohio EMT-A, AEMT-A and EMT-P benefits), reflects a one and one-half (1 1/2%) increase and a 6.5% rank differential for those employees covered by this agreement.

Rank	2021 Base	FF1	FF2	FF3	Haz Oper	Haz Tech
FF Prob	\$49,034.96	\$49,626.25	\$50,217.54	\$50,808.84	\$50,217.54	\$51,400.13
FF EMT-A	\$50,454.05	\$51,045.35	\$51,636.64	\$52,227.93	\$51,636.64	\$52,819.23
FF AEMT-A	\$51,045.35	\$51,636.64	\$52,227.93	\$52,818.05	\$52,227.93	\$53,410.52
FF EMT-P	\$51,754.90	\$52,346.19	\$52,937.48	\$53,528.77	\$52,937.48	\$54,120.07
FF 1st	\$52,222.23	\$52,851.96	\$53,481.68	\$54,111.41	\$53,481.68	\$54,741.14
FF EMT-A	\$53,733.57	\$54,363.29	\$54,993.02	\$55,622.74	\$54,993.02	\$56,252.48
FF AEMT-A	\$54,363.29	\$54,993.02	\$55,622.74	\$56,251.23	\$55,622.74	\$56,882.21
FF EMT-P	\$55,118.97	\$55,748.69	\$56,378.42	\$57,008.14	\$56,378.42	\$57,637.88
Engineer	\$55,616.68	\$56,287.34	\$56,957.99	\$57,628.65	\$56,957.99	\$58,299.31
Eng. EMT-A	\$57,226.25	\$57,896.91	\$58,567.56	\$59,238.22	\$58,567.56	\$59,908.89
Eng. AEMT-A	\$57,896.91	\$58,567.56	\$59,238.22	\$59,907.56	\$59,238.22	\$60,579.55
Eng. EMT-P	\$58,701.70	\$59,372.36	\$60,043.01	\$60,713.67	\$60,043.01	\$61,384.34
Lieutenant	\$59,231.76	\$59,946.01	\$60,660.26	\$61,374.51	\$60,660.26	\$62,088.76
LT. EMT-A	\$60,945.96	\$61,660.21	\$62,374.46	\$63,088.71	\$62,374.46	\$63,802.97
LT. AEMT-A	\$61,660.21	\$62,374.46	\$63,088.71	\$63,801.55	\$63,088.71	\$64,517.22
LT. EMT-P	\$62,517.31	\$63,231.56	\$63,945.81	\$64,660.06	\$63,945.81	\$65,374.32
Captain	\$63,081.83	\$63,842.50	\$64,603.18	\$65,363.86	\$64,603.18	\$66,124.53
Capt. EMT-A	\$64,907.44	\$65,668.12	\$66,428.80	\$67,189.47	\$66,428.80	\$67,950.16
Capt. AEMT-A	\$65,668.12	\$66,428.80	\$67,189.47	\$67,948.65	\$67,189.47	\$68,710.84
Capt. EMT-P	\$66,580.93	\$67,341.61	\$68,102.29	\$68,862.96	\$68,102.29	\$69,623.65

Rank	FF1/Haz Op	FF1/H.Tech	FF2/HazOp	FF2 /H.Tech	FF3/HazOp	FF3/H.Tech
FF Prob	\$50,808.84	\$51,991.42	\$51,400.13	\$52,582.71	\$51,991.42	\$53,174.00
FF EMT-A	\$52,227.93	\$53,410.52	\$52,819.23	\$54,001.81	\$53,410.52	\$54,593.10
FF AEMT-A	\$52,819.23	\$54,001.81	\$53,410.52	\$54,593.10	\$54,001.81	\$55,184.40
FF EMT-P	\$53,528.77	\$54,711.36	\$54,120.07	\$55,302.66	\$54,711.36	\$55,893.95
FF 1st	\$54,111.41	\$55,370.86	\$54,741.14	\$56,000.59	\$55,370.86	\$56,630.31
FF EMT-A	\$55,622.74	\$56,882.21	\$56,252.48	\$57,511.93	\$56,882.21	\$58,141.66
FF AEMT-A	\$56,252.48	\$57,511.93	\$56,882.21	\$58,141.66	\$57,511.93	\$58,771.38
FF EMT-P	\$57,008.14	\$58,267.60	\$57,637.88	\$58,897.33	\$58,267.60	\$59,527.05
Engineer	\$57,628.65	\$58,969.97	\$58,299.31	\$59,640.62	\$58,969.97	\$60,311.28
Eng. EMT-A	\$59,238.22	\$60,579.55	\$59,908.89	\$61,250.21	\$60,579.55	\$61,920.86
Eng. AEMT-A	\$59,908.89	\$61,250.21	\$60,579.55	\$61,920.86	\$61,250.21	\$62,591.52
Eng. EMT-P	\$60,713.67	\$62,055.00	\$61,384.34	\$62,725.65	\$62,055.00	\$63,396.31
Lieutenant	\$61,374.51	\$62,803.01	\$62,088.76	\$63,517.26	\$62,803.01	\$64,231.51
LT. EMT-A	\$63,088.71	\$64,517.22	\$63,802.97	\$65,231.47	\$64,517.22	\$65,945.72
LT. AEMT-A	\$63,802.97	\$65,231.47	\$64,517.22	\$65,945.72	\$65,231.47	\$66,659.97
LT. EMT-P	\$64,660.06	\$66,088.57	\$65,374.32	\$66,802.82	\$66,088.57	\$67,517.07
Captain	\$65,363.86	\$66,885.21	\$66,124.53	\$67,645.89	\$66,885.21	\$68,406.56
Capt. EMT-A	\$67,189.47	\$68,710.84	\$67,950.16	\$69,471.51	\$68,710.84	\$70,232.19
Capt. AEMT-A	\$67,950.16	\$69,471.51	\$68,710.84	\$70,232.19	\$69,471.51	\$70,992.87
Capt. EMT-P	\$68,862.96	\$70,384.33	\$69,623.65	\$71,145.01	\$70,384.33	\$71,905.68

SECTION 4. PENSION PICK-UP

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

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

SECTION 5. TEMPORARY ASSIGNMENTS

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

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

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

SECTION 6. PAY AFTER PROMOTION

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

SECTION 7. UNIFORM ALLOWANCE

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

SECTION 8. HOSPITALIZATION PLAN

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

b. HSA plan: Effective January 1, 2013, the employer’s contribution to a Health Savings Account (HSA) will be \$1500 per employee per year for single plans and \$3000 per employee per year for family plans. The City will continue to pay the premium for the high-deductible insurance policy covering each employee/family. For new hires and new participants to the plan, the foregoing payment shall be pro-rated for the year of hire or change to HAS 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, a \$60 per two-week period for an Employee/Spouse plan, and a \$75 per pay for an Employee/Child or Employee/Family plan.

d. In October of 2016, there will be a re-opener 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: Beginning January 2016, 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.

SECTION 9. PAYDAYS

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

SECTION 10. LIFE INSURANCE

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

SECTION 12. IMMUNIZATIONS

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

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

**ARTICLE XI
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. Use of medical marijuana;
- c. Misuse of alcohol;
- d. Sale, manufacturing, purchase, transfer, trafficking, use or possession of any illegal drugs;
- e. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol 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

<u>DRUG</u>	<u>EMIT SCREENING TEST</u> (ng/ml)	<u>GC/MS CONFIRMATION</u> (ng/ml)
Amphetamines		
Amphetamine	500	250
Methamphetamine	500	250
MDMA	500	250
MDA	500	250
Marijuana metabolites	50	15
Cocaine metabolites	150	100
Opioids		
Codeine	2000	2000
Morphine	2000	2000
Hydrocodone	300	100
Hydromorphone	300	100
Oxycodone	100	100
Oxymorphone	100	100
Heroin		
6-AM	10	10
Phencyclidine (PCP)	25	25
Barbiturates	300	300
Benzodiazepines	300	300
Methadone	300	300
Propoxyphene	300	300

Adhering to Part 40 as amended per the Federal Motor Carrier Safety Administration (FMCSA) regulations, amphetamines, marijuana, cocaine, opioids, and phencyclidine 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 tests for synthetics of the substances in the drug panel.

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 9-panel expanded test.

Under the City of Ashtabula Drug-Free Safety Policy, in the event that the MRO reports a specimen to be invalid due to an immunoassay interference, an immediate recollection under direct observation shall take place. If the second collection is reported to be invalid due to an immunoassay interference, a blood test shall be administered for the 9-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:

- Signature Health 440-992-8552
- Lake Area Recovery Center 440-998-0722
- Glenbeigh Hospital & Outpatient Centers 440-563-3400
- Community Counseling Center 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 qualified substance abuse professional 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: _____
James M. Timonere, Ashtabula City Manager

Date: _____

CONTINUATION OF SERVICES

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

SAVINGS CLAUSE

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

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be effective as of May 1, 2018, and shall remain in full force and effect until April 30, 2021.

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

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

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

CONFLICTING LAWS, RULES AND REGULATIONS

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

Your Summary of Benefits



City of Ashtabula
 Blue Access® (PPO)
 Effective 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) Primary Care Physician (PCP) Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$20/\$40	40%
<ul style="list-style-type: none"> allergy injections (PCP and SCP) 	\$5	40%
<ul style="list-style-type: none"> allergy testing 	20%	40%
<ul style="list-style-type: none"> MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	20%	40%
Preventive Care Services <ul style="list-style-type: none"> 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 <ul style="list-style-type: none"> facility/other covered services (copayment waived if admitted) 	\$150	\$150
Urgent Care Center Services <ul style="list-style-type: none"> MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products 	\$35 20%	40% 40%
<ul style="list-style-type: none"> Allergy injections 	\$5	40%
<ul style="list-style-type: none"> Allergy testing 	20%	40%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	20%	40%

Blue 8.0 600 Series

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility 	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	20%	40%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	20% No cost share 20%	40% NCS 20%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 24 visits Occupational Therapy: 24 visits Manipulation Therapy: 24 visits Speech therapy: 24 visits 	\$15/\$15 20%	40% 40%
Accidental Dental: \$3,000 per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) 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 Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No cost share	50%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> ● Network Retail Pharmacies: (30-day supply) Includes diabetic test strip ● Home Delivery Service: (90-day supply) Includes diabetic test strip Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap Specialty Medications are limited up to a 30 day supply regardless of whether they are retail or mail service.	\$15/\$25/\$40 \$30/\$50/\$80	50%, min \$50 ⁵ Not covered

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 62 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. Once the RX deductible is met, the appropriate copayment applies.

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



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

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage.	Single: \$3,000 Family: \$6,000	Single: \$3,000 Family: \$6,000
Out-of-Pocket Limit	Single: \$3,000 Family: \$6,000	Single: \$6,000 Family: \$12,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: 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 <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 100 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	0%	30%

Blue 8.0 600 Series

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City of Ashtabula RA USA Embellish (plan rev. 11-6-2015).doc

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services 100 visits (excludes IV Therapy) (Network/Non-Network combined) • Durable Medical Equipment, Orthotics and Prosthetics • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services 	0% 0% 0%	30% 0% 0%
Accidental Dental Services \$3,000 per accident (Network and Non-network combined)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> • Cardiac Rehabilitation 36 visits • Pulmonary Rehabilitation 20 visits • Physical Therapy: 24 visits • Occupational Therapy: 24 visits • Manipulation Therapy: 24 visits • Speech therapy: 24 visits 	0% 0%	30% 30%
Behavioral Health Services: Mental Illness and Substance Abuse¹ <ul style="list-style-type: none"> • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility 	Benefits provided in accordance with Federal Mental Health Parity	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> • Acquisition and transplant procedures, harvest and storage. 	0%	30%
Prescription Drugs <ul style="list-style-type: none"> • Network Retail Pharmacies: (30-day supply) Includes diabetic test strip • Home Delivery Service: (90-day supply) Includes diabetic test strip - Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service - Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap	0% 0%	30% ² 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.

Pre-certification:

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

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



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) Include exams, oral evaluations, x-rays (bitewing and complete series), cleaning and scaling, space maintainers and other selected diagnostic and preventive services (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 Include palliative (emergency) treatment, consultations, general anesthesia, intravenous sedation, office visits for observation, amalgam and composite restorations and pin retention procedures. Class II B Specialty Services 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. (Limits may apply) Please refer to your certificate for additional information.	20% 20%
Class III MAJOR SERVICES (deductible applies) Prosthodontic Services Include onlays, crowns, dentures, bridges and repair of dentures and bridgework, implants and other selected prosthodontic services. Missing Tooth Benefit Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan. • Removable prosthodontics (partials or dentures) • Fixed prosthodontics (bridges) for the replacement of teeth (or tooth) A waiting period and/or limits may apply. Please refer to your certificate for additional information.	20% Covered
Class IV ORTHODONTIC (no deductible) Orthodontic Services Include examination, records, minor treatment of tooth guidance, repositioning (straightening) of the teeth, interceptive or comprehensive orthodontic treatment, post-treatment stabilization. A waiting period and/or limits may apply. Please refer to your certificate for additional information. Separate Orthodontic Lifetime Maximum	40% \$800

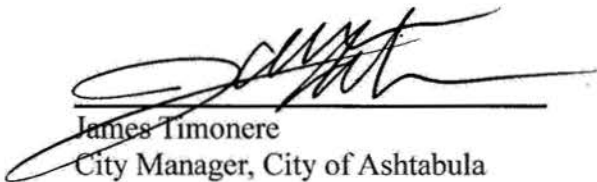
By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

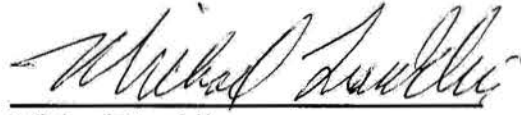
Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

SIGNATURE PAGE

Entered into and agreed to this 12th day of Jan, 2018.

For the City of Ashtabula


James Timonere
City Manager, City of Ashtabula

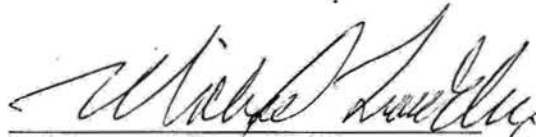

Michael Franklin
City Solicitor, City of Ashtabula

For IAFF Local #165


Jeff Workman
President, IAFF #165


Neil Sharp
Secretary, IAFF #165

APPROVED AS TO FORM AND CORRECTNESS:


Michael Franklin
City Solicitor, City of Ashtabula

