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**Agreement Between:**

**THE CITY OF ASHTABULA, OHIO**

**AND**

**The Fraternal Order of Police  
ASHTABULA LODGE NO. 26  
(Dispatchers)**



**Effective May 1, 2012 through April 30, 2015**

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ARTICLE I

PREAMBLE

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

1.02 The parties recite and declare that:

- a) This Agreement shall be implemented consistent with the Charter and legislative authority of the City of Ashtabula, Ohio.
- b) Both parties to this Agreement desire to improve employee efficiency and the quality of service rendered by employees to Employer, and the public, to promote harmonious relations between Employer, the Union, and employees, and to enter into an agreement covering rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

RECOGNITION OF UNION

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

All full-time civilian Dispatchers employed by Employer, the City of Ashtabula, Ohio, and excluding Police Patrolmen, Sergeants, Captains and the Chief of Police.

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

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

ARTICLE IV

PROBATIONARY PERIOD

4.01 The probationary period for all newly hired dispatchers shall not exceed twelve (12) months. Newly hired employees shall have no seniority during the probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

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

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

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

ARTICLE V

BULLETIN BOARD

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

ARTICLE VI

WORK SCHEDULE AND HOURS

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

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

or,

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

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

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

## ARTICLE VII

### PREMIUM PAY

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

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

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

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

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

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

7.07 Employees called in and required to appear for any job-related medical exam on days off or on vacation status shall be paid straight time pay for travel and actual time spent

waiting or during examination. Effected employees shall be paid a minimum of two (2) hours straight time pay.

7.08 There shall be no pyramiding of premium pay.

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

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

ARTICLE VIII VACATIONS

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

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

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

8.03 Vacation leave shall be approved in advance by the Chief of Police, giving first consideration to the needs of the Department. Seniority shall prevail when there is a conflict in requests for vacation dates. Vacation selection procedures shall be undertaken annually during November of each calendar year. Each shift shall hold a separate selection without one shift affecting another. In the event the Employer hires additional employees in dispatch, the Employer and Union may agree to have such employees select vacations separate from Patrolmen. No employees presently receiving a greater amount of vacation under the previous schedule shall suffer any reduction in vacation time.

ARTICLE IX HOLIDAYS AND PAID LEAVES OF ABSENCE

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

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day  
Columbus Day  
Veterans Day  
Christmas Day

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

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

## ARTICLE X

### FUNERAL LEAVE

10.01

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

- a) Absence of an employee due to the death of any of the following relatives shall permit excused absence of five (5) consecutive working days: Spouse, father, mother, stepfather, stepmother, children, stepchildren, father-in-law or mother-in-law, step father-in-law, step mother-in-law, son-in-law, daughter-in-law. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.
- b) Absence of an employee due to the death of any of the following relatives shall permit excused absence of three (3) consecutive working days: Brother, sister, grandparents or grandchildren. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.
- c) Absence of an employee due to the death of any of the following relatives shall permit excused absence of two (2) consecutive working days: Uncle, aunt, great-uncle, great-aunt, spouse's grandparents, brother-in-law and sister-in-law. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.
- d) Absence of an employee due to the death of any of the following relatives shall permit excused absence of one (1) working day: Nephew, niece, spouse's nephew, spouse's niece, spouse's uncle, spouse's aunt. Compensation will be paid for any of the employee's scheduled work shift which falls in this period.
- e) Should the death or burial occur in a city located more than 150 miles from the Employer, the employee may elect and shall be granted an additional two (2) days for travel purposes if, and only if, the employee chooses to attend the funeral. This time will be allotted in conjunction with the funeral arrangements and will be drawn from the employee compensatory time account. Employee will start funeral leave at the employee request and in conjunction with the funeral arrangements.

ARTICLE XI

PERSONAL DAYS

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

ARTICLE XII

JURY DUTY

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

ARTICLE XIII

MILITARY LEAVE

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

ARTICLE XIV

VOTING LEAVE

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

ARTICLE XV

UNIFORM ALLOWANCE

15.01 New members of the Ashtabula Division of Police shall receive an initial allowance of one thousand (\$1,000.00) dollars for new uniforms upon appointment, payable by voucher to a supplier specified by the Chief of Police.

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

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

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

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

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

- Regulation shirts, pants/trousers, hats, duty belts, trouser belts, coats, jackets, rain coats, rain covers for hats.
- Regulation duty belt equipment cases/holders as follows: Magazine cases, flashlight holders/cases, ASP and/or baton holder and/or cases, key holders, hand cuff holders/cases, holsters for primary duty weapon (firearm).
- Badges, name plates/tags/pins, "serving since" or time of service plates/tags/pins, whistle chains, department issue pins, A.P.D. pins.
- Flashlights, handcuffs, ASP, straight baton, PR-24 baton, ammunition magazines, speed loaders.
- Approved primary handguns, rifles and shotguns.
- Eyeglasses, contact lenses and hearing aids, if not covered by the employees' health insurance or other insurance.
- Pre-approved protective gear.
- Pre-approved digital or electronic equipment (cameras, recording equipment and etc.).

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

## ARTICLE XVI LIABILITY COVERAGE

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

## ARTICLE XVII INSURANCE

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

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

17.03 a. Summary of Benefits: to the extent possible, the benefit plans obtained by the City during the period this Agreement is in effect shall provide the levels of benefits, deductibles and co-payments reflected in the two (2) documents attached hereto entitled "Your Summary of Benefits" and "Your

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

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

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

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

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

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

ARTICLE XVIII

COMPENSATION

18.01 Effective at May 1, 2012, all Dispatchers shall be paid in accordance with the following schedule.

<u>HIRED BEFORE 05/01/2012</u>		<u>HIRED ON OR AFTER 05/01/2012</u>	
Entrance	\$31,193.87	Entrance	\$28,074.48
1 year	33,028.76	1 year	29,725.88
2 years	34,863.73	2 years	31,377.36
3 years	36,882.13	3 years	33,193.92

**As to employees hired before May 1, 2012 only, each employee shall receive an increase in pay from the above schedule of 3% effective May 1, 2012; 2% effective May 1 2013; and 3% effective May 1, 2014.** This provision shall not affect employees hired on or after May 1, 2012.

All new employees shall be paid the entrance rate and move through the schedule on their anniversary date of hire until they reach the maximum step, for their date of hire.

18.03 Pension Pickup: effective October, 1, 2012 the City will continue to pay the employer's share of the State-required PERS or OPFPF contribution, and shall also pay (pickup) five per cent (5%) of the employee's share. All prior or other pickup programs are replaced by this provision.

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

ARTICLE XIX

LONGEVITY

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

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

ARTICLE XX

TRAINING

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

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

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

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

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

ARTICLE XXI EDUCATION ALLOWANCE

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

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

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

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

Associate Degree	\$250.00
Bachelors Degree	\$500.00
Masters Degree	\$750.00

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

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

ARTICLE XXII SERVICE RELATED INJURY

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

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

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

22.04 The Employer and the Union's Labor Management Committee shall meet and cooperate in the development and implementation of a transitional work program as defined by the BWC. The parties further agree that after one (1) year of implementation of the transitional work program, the Labor Management Committee and the Employer will explore the possibility of the option of expanding the program to include off the job injuries.

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

## ARTICLE XXIII

## SICK LEAVE

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

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

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

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

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

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

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

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

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

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

23.11 Terminal Benefits

a. For purposes of this section, "retirement" shall mean a voluntary withdrawal from employment with the City accompanied by a change in an employee's status to "retired" with the Public Employees Retirement System or Ohio Police & Fire Pension Fund due to either (1) age and years of service, or (2) disability. No payment of accumulated sick leave shall be made to any employee who voluntarily resigns or quits without a change in his or her PERS/OPFPF status, or who is terminated by the employer for just cause. No payment of accumulated sick leave shall be made to any person on layoff status unless such person retires due to age and years of service, or due to disability, while on layoff. An employee whose job is abolished but who does not yet qualify for PERS retirement will not be eligible to receive any 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 date of their retirement, and 50% of the accumulated amount in excess of 960 hours.
- ii. Existing employees having at least 14 years of service with the City as of May 1, 2012, are entitled to be paid 90% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iii. Existing employees having at least 9 years of service with the City as of May 1, 2012, are entitled to be paid 75% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- iv. Existing employees with less than 9 years of service with the City as of May 1, 2012, are entitled to be paid 60% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement, and 40% of the accumulated amount in excess of 960 hours.
- v. Employees hired after May 1, 2012 are entitled to be paid 25% of up to 960 hours of their accumulated sick leave as of the effective date of their retirement.

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

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

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

23.12 Those full-time employees who do not use their sick leave during the calendar year will receive from Employer a sick leave incentive payment payable by the end of February of the following year, as follows:

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

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

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

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

23.15 Sick Leave Buyout Program

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

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

## ARTICLE XXV

## DISCIPLINARY PROCEDURE

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

25.02 All employees shall have the following rights:

- a. An employee shall be entitled to representation by a Union Representative at each step of the disciplinary procedure.
- b. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

25.03 An employee may resign following the service of a notice of discipline.

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

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

25.06 Discipline shall not be implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by this procedure, or
3. The penalty is upheld at Step 2 of the grievance procedure.

25.07 The notice of discipline served on the employee shall be accompanied by written statement that:

1. The employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the notice of discipline;
2. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
3. The employee is entitled to representation by a Union representative at every step of the proceeding;

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

25.09 The following administrative procedures shall apply to disciplinary actions:

- a. The Appointing Authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Appointing Authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Appointing Authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting the Appointing Authority will, within seven (7) calendar days, prepare a formal notice of discipline and present it to the employee and the Union. If no informal meeting is held, the Appointing Authority may just prepare a notice of discipline and present it to the employee. The notice of discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- c. Upon receipt of the notice of discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Appointing

Authority, pursuant to Step 2 of the grievance procedure. The grievance must be filed at Step 2 within seven (7) calendar days from receipt of the notice of discipline.

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

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

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

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

## ARTICLE XXVI

### PERSONNEL FILES

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

26.02 In the event an employee requests information be added or deleted from his personnel file, said request must be in writing to the Chief who may approve or disapprove such request at his discretion. The Chief's decision shall be forwarded to the employee in writing and shall become part of the file.

26.03 Any material in the employee's file which may adversely affect the employee's performance evaluation or job classification shall not be used against him after four (4) years from the date of any disciplinary action's final disposition. All discipline material shall be removed from the employee's personnel file after seven (7) years or no longer of administrative value.

## ARTICLE XXVII

### ACCESS TO PREMISES

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

ARTICLE XXVIII

SENIORITY

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

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

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

28.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the time of their appointment, followed by a drawing of lots.

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

ARTICLE XXIX

SHIFT EXCHANGE

- A. Employees shall have the privilege of shift exchange. The request for shift exchange shall be submitted to the Chief of Police prior to the time that the change will take effect.

Requests are subject to approval by the Chief but shall not be arbitrarily denied.

- B. Shift exchange includes exchange of scheduled days off in addition to scheduled working shifts.
- C. No overtime payments shall accrue as a result of such voluntary shift exchange.

ARTICLE XXX

CHECKOFF

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

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

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

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

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

## ARTICLE XXXI

## GRIEVANCE PROCEDURE

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

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

31.03

- a. All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.
- b. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon Management's last answer.
- c. Any grievance not answered by Management within the stipulated time limits shall be moved to the next step. All time limits on grievances may be extended by mutual consent of the parties.

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

1. Grievied employee's name and signature;
2. Grievied employee's classification;
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time grievance occurred;
6. Location where grievance occurred;
7. Description of incident giving rise to the grievance;

8. Specific Articles and Sections of the Agreement violated; and
9. Desired remedy to resolve the grievance.

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

Informal Step:

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

Step 1: Police Chief:

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

Step 2: City Manager:

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

ARTICLE XXXII

ARBITRATION PROCEDURE

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

32.02 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the Commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

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

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

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

32.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this arbitration procedure. Those individuals placed on this panel shall be: Gregory Van Pelt, Susan Rubin, Jonathan Klein, James Mancini, Dr. Harry Graham.

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

ARTICLE XXXIII

LAY OFFS AND RESTORATION

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

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

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

ARTICLE XXXIV

LABOR-MANAGEMENT COMMITTEE

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

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

ARTICLE XXXV

RULES & REGULATIONS

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

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

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

ARTICLE XXXVI

INVESTIGATIVE PROCEDURE

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

- a) Right to representation by an attorney or a Union officer of the employee's choosing for criminal charges or a Union attorney or representative for administrative charges.
- b) Right to be informed of his rights before interrogation begins if he is subject to arrest as a result of the investigation.
- c) Right to be advised twenty-four (24) hours in advance of interrogation of the nature of the investigation.
- d) Right to be advised if employee is to be interrogated as a witness only.
- e) Right to be advised of criminal charges that would result from the investigation and interrogation.
- f) The interrogation shall take place at a reasonable hour at a location designated by the Chief of Police.

ARTICLE XXXVII

FAIR EMPLOYMENT PRACTICE; NON-DISCRIMINATION;  
UNION SECURITY

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

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

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

ARTICLE XXXVIII

SAFETY AND STAFFING

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

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

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

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

#### ARTICLE XXXIX

#### NO STRIKE OR LOCKOUT

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

- a) The Union agrees that neither it, its officers, agents, representatives or members, will authorize, instigate, cause, aid, condone, or participate in any strike by its members.
- b) Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of any employee included in this Agreement.

#### ARTICLE XL

#### WAIVER

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

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

#### ARTICLE XLI

#### DURATION

41.01 This Agreement shall become effective on **May 1, 2012** and shall remain in full force and effect until **April 30, 2015**.

41.02 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety

(90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

ARTICLE XLII RESIDENCY REQUIREMENT

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

ARTICLE XLIII DRUG AND ALCOHOL POLICY

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

Brenda

43.02 The Employer will attempt to deter alcohol and drug abuse by:

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

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

43.04 Prohibited Activities: The Employer expressly prohibits its employees, while working or while driving a Employer vehicle, or while driving any other vehicle on Employer's working hours:

- a. Being under the influence of alcohol, an intoxicant, a legal drug (an over-the-counter medication or an illegal drug or narcotic. Doctor prescribed medications are exempt from this section;
- b. Having, possessing, selling, giving or circulating drugs or sources of drugs, intoxicants, illegal drugs or narcotics to other employees or to anyone else;
- c. Using or possessing alcohol without authorization; or
- d. Having illegal drugs or their metabolites in their system.

43.05 "Legal or illegal drug" or "drugs" includes, but is not limited to, marijuana; cocaine; opiates; phencyclidine (PCP); amphetamines; and hallucinogens. The Employer drug tests check for all of the above.

43.06 Testing Occasions: All prospective employees (No. a) or current employees (Nos. b-e) will be tested for alcohol and/or drugs in the following circumstances:

- a) Pre-Employment – All applicants who have been extended a formal offer of full-time or part-time employment will be required to submit a urine specimen for analysis. Any applicant who has a confirmed positive, or has, or engages in any activity listed under Section 3, will have the offer of employment withdrawn.
- b) For Cause – Employees who exhibit specific, objective, clearly identifiable and well documented behavior and/or through reliable report which lead the Chief to form a reasonable suspicion of the individual employee's substance abuse (such as slurred speech, disorientation, falling asleep, other performance impairing characteristics or any other action, such as a pattern of property damage and/or information provided by a reliable, credible source) may be tested for substance abuse. In addition to a drug test, a blood test may also be utilized to test for blood/alcohol levels.
- c) Post Accident – Any employee who is involved in: An accident in which injury to self or injury to another or a vehicular accident (in an occupied or moving vehicle) shall be tested for drug abuse using the general drug-testing procedures and may be tested for alcohol impairment or intoxication, utilizing a blood-alcohol test. The vehicular portion of this policy shall apply to accidents which occur during the use of: a Employer's vehicle at any time, or a personal vehicle or a rental vehicle used on Employer's time. This policy may be suspended on a case-by-case basis for vehicle accidents, of (a) in the Chief's written opinion; the accident is immediately and beyond a shadow of a doubt determined to be non-preventable or unavoidable (and, for the purpose of post-accident testing, rear-end accidents are not automatically presumed to be "unavoidable" or "non-preventable" or, (b) if the cost of testing, on balance, exceed the value of the vehicle.

A drug test shall be used, a blood test may also be used.

- d) As Part of a Promotion – An offer of a promotion to Sergeant or Captain position shall be made conditional upon the final candidate taking a passing a pre-employment type drug test. If the candidate tests positive for drug use, the offer of promotion shall be withdrawn, and offered to the next candidate, and the employee will have a choice of rehabilitation or termination. Six (6) months after the successful completion of a rehabilitation program, the employee shall again be eligible to apply for a promotion, if one exists.
- e) On a Random Basis Following Rehabilitation – Random testing up to six (6) times per year will be used for post-rehabilitation follow-up of all employees who have attended a substance-abuse rehabilitation program for a period of up to two (2) years after successful completion of the program.
- f) Bargaining Unit members will be subject to random testing. If a bargaining unit member is randomly selected, the testing standard shall be in accordance with Article 43 Drug and Alcohol Testing Policy.

43.07 An initial positive test for any of the tested drugs shall not result in discipline if the employee enters into a rehabilitation program. In the event an employee tests positive a second time within a two year period, and either test identifies a prescribed drug or alcohol as the source of either positive test, the employee shall be permitted to enter into a rehabilitation program a second time in lieu of discipline. If the employee tests positive for any illicit drug within two years of a similar positive test he/she may be terminated.

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

43.09 Applicability: The drug and alcohol testing policies do not supersede or override the Union agreement, or other rules and policies of the Employer. They are not intended to create an express or implied contract of employment between the employee and the Employer. Nor do these policies create any right of continuing employment for a City employee.

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

43.11 Drug-Free Workplace Act: As required by the Drug-Free Workplace Act of 1989, any employee convicted of a criminal drug statute because of a work-related incident must notify the Chief of that conviction no later than five (5) days after such conviction, provided he is still employed by the Employer at that time. The Chief shall immediately notify the City Manager of any reported conviction.

43.12 Urine Collection: Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom for adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biological testing of the samples shall be conducted to prevent the submission of fraudulent samples. In testing which could result in employee discipline, if the test is positive, a split sample shall be reserved for independent analysis. If an employee has two diluted tests, the City of Ashtabula will require a blood drug test. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.

43.13 Testing Procedures: All samples shall be tested for chemical adulteration, narcotics, cannabis, PCP, cocaine, amphetamines and sedatives. The testing shall be done by a select laboratory and the following standards shall be used:

DRUG TESTING STANDARDS

<u>Drug</u>	<u>EMIT Screening Test</u> (ng/ml)	<u>Confirmation</u> (ng/ml GC/MS)
Amphetamines	1000	500
Barbiturates	300	300
Benzodiazepines	300	300
Cannabinoids	50	15
Cocaine Metabolite	300	150
Methadone	300	300
Opiates	2000	2000
Phencyclidine (PCP)	25	25

43.14 All samples tested will first be screened using an emit test or its equivalent. If, on the initial screening, the sample tests positive, it will be verified using a gas chromatography/mass spectrometry (GC-MS) or its equivalent. A drug test shall be considered positive in accordance with the regulations of the National Institute on Drug Abuse. A blood-alcohol test shall be considered positive if the blood-alcohol level equals to exceeds .05 percent.

43.15 Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. No records of unconfirmed positive tests shall be released or retained by the laboratory. All results shall be evaluated by a suitable trained occupational physician or occupational nurse prior to being reported. Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Police Department. These policies will be effective as soon as they are explained to you by the Police Chief and are posted. The Employer has benefits available for employees who require drug or alcohol rehabilitation. Please refer to your group program. Any person who has been tested may obtain, by written request to the Employer, a copy of all records maintained of that person's positive confirmatory test results and may submit written information explaining any such results.

43.16 Confidentiality: The MRO shall release test results to the City Manager, any person authorized, in writing, by the member in question or as required by a Court of Law. Any records regarding testing of employees shall be placed in a separate file within the member's medical record. These files shall only be released publicly when directly requested (as drug testing results) in accordance with applicable Federal and State statutes.

43.17 Drug Testing Policy / Bureau of Workers Compensation (BWC)  
The drug testing policy shall be designed to comply with the level 2 drug-free workplace plan established by the Bureau of Workers Compensation (BWC). The drug and alcohol testing provisions may be subject to reopening if the BWC requires different standards for a Level 2 drug free workplace plan. If the reopening results in impasse, the dispute resolution procedures contained in Ohio Revised Code 4117 shall be used to resolve the dispute. The City shall not attempt to introduce changes to non-drug testing contract provisions as part of any reopener.

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

43.19 Duty Assignment After Treatment: Once an employee successfully completes rehabilitation, he shall be returned to his regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up care is completed, and the end of two (2) years the records of treatment and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record.

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

43.21 Union Held Harmless: This drug testing program is solely initiated at the behest of the Employer. The Employer shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement related to drug testing. The Union shall be held harmless for the violation or any worker rights arising from the administration of the drug testing program.

43.22 Conflict with Other Laws: This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

ARTICLE XLIV

PHYSICAL FITNESS PROGRAM

LETED EFFECTIVE 5/1/2012]

ARTICLE XLV

EXECUTION

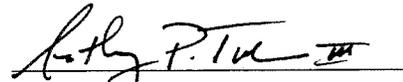
45.01 In witness whereof, the parties hereto have caused their representatives to sign this Agreement this 17<sup>th</sup> day of May, 2012.

FOR THE UNION:

FOR THE EMPLOYER:

  
President

  
CITY MANAGER

  
VICE PRESIDENT

Approved as to legal form & correctness:



  
CITY SOLICITOR

APPENDIX  
NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

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

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

APPOINTING AUTHORITY

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## APPENDIX

### EMPLOYEE RIGHTS

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

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

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within seven (7) calendar days of receipt of the notice of discipline.

### RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a Disciplinary Grievance within seven (7) calendar days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within fourteen (14) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have fourteen (14) calendar days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the arbitration procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least seven (7) calendar days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

APPENDIX

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To the Employee:

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

\_\_\_\_\_ I agree with and accept the proposed discipline.

\_\_\_\_\_ I wish to appeal the proposed discipline for the following reasons:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Appointing Authority Signature: \_\_\_\_\_

APPENDIX

STEP 2 SUMMARY

To the Employee and Appointing Authority:

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

\*\*\*\*\*

Disciplinary Matter Settled:

Discipline to be Imposed:

Effective (Date):

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Appointing Authority Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Disciplinary Matter Not Settled:

I hereby request a formal grievance be filed at Step \_\_\_\_\_ of the Grievance Procedure.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



# Your Summary of Benefits



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

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$250/\$500	\$500/\$1,000
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1,500/\$3,000	\$3,000/\$6,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>o allergy injections (PCP and SCP) \$5 40%</li> <li>o allergy testing 20% 40%</li> <li>o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, and non-maternity related Ultrasounds 20% 40%</li> </ul>		
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations <sup>1</sup> , Annual diabetic eye exam, Vision and Hearing screenings <ul style="list-style-type: none"> <li>o Physician Home and Office Visits (PCP/SCP) \$15/\$15 40%</li> <li>o Other Outpatient Services @ Hospital/Alternative Care Facility 20% 40%</li> </ul>		
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> o facility/other covered services (copayment waived if admitted) \$75 \$75 <b>Urgent Care Center Services</b> \$35 \$35		
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
<b>Inpatient Facility Services (Network/Non-Network combined)</b> Unlimited days except for: <ul style="list-style-type: none"> <li>o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>o 90 days for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> o Surgery and administration of general anesthesia	20%	40%
Blue 3.0		

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.  
 An independent licensee of the Blue Cross and Blue Shield Association.  
 ®Registered marks Blue Cross and Blue Shield Association.



# Your Anthem Benefits



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

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

Covered Benefits	Network	Non-Network
<b>Deductible</b> The single deductible applies to family coverage. Network and Non-Network deductibles are combined. <i>(This only applies to embedded deductible designs).</i>	Single: \$3,000 Family: \$6,000	Single: \$3,000 Family: \$6,000
<b>Out-of-Pocket Limit</b>	Single: \$3,000 Family: \$6,000	Single: \$6,000 Family: \$12,000
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/Specialty Care Physician (SCP) <ul style="list-style-type: none"> <li>Including Office Surgeries, allergy serum, allergy injections and allergy testing</li> </ul>	0%	30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams, Routine Mammograms, Diabetic Self Maintenance Training and Certain Medical Nutritional Therapy (Network only) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	No Cost Share No Cost Share	30% 30%
<b>Emergency and Urgent Care</b> <ul style="list-style-type: none"> <li>Emergency Room Services @ Hospital (facility/other covered services) <i>(copayment waived if admitted)</i></li> <li>Urgent Care Center Services</li> </ul>	0% 0%	0% 0%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	0%	30%
<b>Inpatient Facility Services</b> Unlimited days except for: <ul style="list-style-type: none"> <li>60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>100 days Network/Non-Network combined for skilled nursing facility</li> </ul>	0%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	0%	30%
<b>Other Outpatient Services (including but not limited to):</b> <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.</li> <li>Home Care Services (Network/Non-network combined) 100 visits (excludes IV Therapy)</li> <li>Durable Medical Equipment and Orthotics (Network/Non-network combined) unlimited benefit maximum (excluding Prosthetic Devices and Medical Supplies)</li> <li>Prosthetic Devices unlimited benefit maximum</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	0% 0%	30% 0% 0%

**City of Ashtabula – Lumenos 3.0 H.S.A. Benefit Summary (continued)**

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy: 20 visits</li> <li>Occupational therapy: 20 visits</li> <li>Manipulation therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	0% 0%	30% 30%
<b>Behavioral Health Services</b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Inpatient Professional Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	0% 0% 0% 0%	30% 30% 30% 30%
<b>Human Organ and Tissue Transplants</b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	0%	30%
<b>Prescription Drugs</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Anthem Rx Direct Mail Service:</b> (90-day supply) Includes diabetic test strip</li> </ul>	0% 0%	30% <sup>2</sup> Not covered
<b>Medicare Rx - Wrap</b>		

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- Notes:**
- All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
  - Deductible(s) apply to covered services listed with a percentage (%) coinsurance including prescription drugs.
  - Network and non-network deductibles are combined. Network and non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
  - Dependent Age: to end of the month in which the child attains age 26.
  - 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.
  - Benefit period = calendar year

<sup>1</sup>We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

<sup>2</sup>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 avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

**Pre-existing Exclusion Period:**

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

12 months after the member's enrollment date

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

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
LODGE NO. 26,  
EMPLOYEE ORGANIZATION,

and,

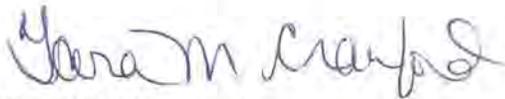
CITY OF ASHTABULA,  
EMPLOYER.

}  
} Case No(s): 12-MED-01-0030  
} (Dispatchers)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Mr. James Timonere  
[jim@cityofashtabula.com](mailto:jim@cityofashtabula.com)