

ORDINANCE NO. 23-033

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #327 THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE SANDUSKY FIRE DEPARTMENT, FOR THE PERIOD JANUARY 1, 2022, THROUGH DECEMBER 31, 2024, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the International Association of Fire Fighters Local #327, the collective bargaining unit for certain employees of the Sandusky Fire Department, expired on December 31, 2021; and

WHEREAS, pursuant to the terms and provisions of Chapter 4117 of the Ohio Revised Code, the City engaged in negotiations with the bargaining unit for the purpose of agreeing upon and entering into a successor agreement to the most recent collective bargaining agreement; and

WHEREAS, representatives of the City and the bargaining unit have negotiated a new agreement, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein; and

WHEREAS, this agreement is subject to the ratification, acceptance, and approval by this City Commission and it is the recommendation of the representatives of the City that the agreement substantially in the same form as reflected in Exhibit "A" be ratified, accepted, and approved by this City Commission; and

WHEREAS this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expired on December 31, 2021; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Fire Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists to permit the immediate ratification, acceptance and approval of the collective bargaining agreement with the International Association of Fire Fighters Local #327, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The agreement between the City of Sandusky, Ohio and the International Association of Fire Fighters Local #327, by its terms effective from

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January 1, 2022, through December 31, 2024, substantially in the same form as reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted, and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. The City Manager is authorized and directed to forward certified copies of the foregoing Ordinance, together with copies of the agreement appended hereto to the State of Ohio, Employment Relations Board, and to the Association.

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: February 13, 2023

AGREEMENT BETWEEN
CITY OF SANDUSKY, OHIO

AND

***INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 327***



EFFECTIVE:

JANUARY 1, 2022 through DECEMBER 31, 2024

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ARTICLE 1

PURPOSE

- 1.1 This Agreement, entered into between the City of Sandusky, hereinafter referred to as the "Employer" and the International Association of Fire Fighters Local 327, hereinafter referred to as the "Union," and collectively referred to as the "Parties."
- 1.2 This Agreement has as its purpose the following:
 - A. To achieve and maintain a satisfactory and stabilized employee-employer relationship, to promote improved work performance, and to promote a harmonious relationship between labor and management.
 - B. To provide for the peaceful and equitable adjustment of differences which may arise.
 - C. To attract and retain qualified employees by providing those benefits in this Agreement which ensure the safety and economic welfare of the employee, while considering the financial resources of the Employer.
 - D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures effecting the conditions of their employment, subject to the Sandusky City Charter, State Law, Federal law, Constitution of the State of Ohio, and the United States of America.
 - E. To ensure the right of every employee to fair and impartial treatment.
 - F. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, terms and conditions of employment. This Agreement pertains to employees within the bargaining unit defined herein.

ARTICLE 2

UNION RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits and terms and conditions of employment for those employees of the Fire Department in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time and holding the following classifications:

BATTALION CHIEF
FIRE CAPTAIN
FIRE LIEUTENANT
FIRE MARSHAL
FIRE FIGHTER

- 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.
- 2.3 Definition of the Senior Battalion Chief shall be the person with the most time in grade.
- 2.4 When the Employer intends to create a new position within the bargaining unit, the parties shall meet to negotiate the wages, hours and terms and conditions of employment for that position. Any new position shall be posted for thirty (30) days to allow employees to apply for the vacancy.

ARTICLE 3

UNION SECURITY

- 3.1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications, that have been determined by this Agreement to be within the bargaining unit, upon the employee's successful completion of his/her probation period, not to exceed one year.
- 3.2 The Employer agrees to deduct regular Union membership dues, fees and assessments each pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See form at the end of this Article) must be presented to the Employer by the employee or by the Union. Upon receipt of the proper authorization, the Employer will request the Finance Director to deduct Union dues, fees and assessments from the pay period in which the authorization was received by the Employer, and in which Union dues are deducted.
- 3.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of the Article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 3.4 The Employer shall be relieved from making such individual "check off" deductions upon:
- (a) termination of employment,
 - (b) transfer to another job other than one covered by the bargaining unit,
 - (c) layoff from work,
 - (d) an agreed unpaid leave of absence, or
 - (e) revocations of the check off authorization in accordance with the terms of this agreement or applicable law.
- 3.5 The Employer shall not be obligated to make deductions from any Employee who, during any month involved, shall have failed to receive sufficient wages to equal the amount deductible for dues, fees, and assessments.
- 3.6 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that deductions for Union dues, fees and assessments will normally be made by deducting the proper amount, provided the deduction does not exceed a total of two (2) months of regular dues from the pay of any Union member.
- 3.7 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Secretary-Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues, fees and assessments deduction.
- 3.8 The Employer acknowledges the terms of membership in the Union and the withdrawal procedures are determined by the Union. Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the Employer for the duration of this

2022-2024 AGREEMENT BETWEEN IAFF LOCAL 327 AND CITY OF SANDUSKY

Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check off authorization has been revoked and withdrawals from membership as required by the Union's Constitution and By-Laws. If an employee notifies the Employer he/she wishes to revoke his/her membership, the Employer will direct the employee to the Union. Dues will cease for that employee effective the pay period following the pay period in which the written deduction revocation was received by the Employer and the Union, and the Union has confirmed the employee's withdrawal has been completed as required by the Union's Constitution and By-Laws.

All dues, fees and assessment deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, as defined by the Ohio Revised Code §4117, may be cancelled at the Employer's option upon written notice by certified mail to the Union.

Sandusky Fire Fighters Union IAFF Local 327



P.O. Box 412
Sandusky, Ohio 44871

Union Dues Deduction

The Employer agrees to deduct union membership, initiation fee, assessments, and once each month, dues from the pay of those employees who individually have and shall request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together, with an itemized statement, to the Treasurer by the Employer for the current month, after such deductions are made.

The City of Sandusky shall recognize the following as the authorization for payroll deduction of Union dues for members of Sandusky Fire Fighters IAFF Local 327, International Association of Fire Fighters, AFL-CIO.

Authorization for Payroll Deduction of Union Dues

Employee Name

Employee Address

Effective immediately, I hereby authorize the City of Sandusky to deduct from my earnings each month, union dues in the amount certified by Sandusky Fire Fighters IAFF Local 327, International Association of Fire Fighters, AFL-CIO. Dues deducted shall be remitted to the Treasurer of Local 327. This authorization shall terminate 30 days after I notify the department head in writing to cancel it, or upon termination of employment.

Employee Signature

Date

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union shall recognize the right and authority of the Employer to administer the business of the City of Sandusky and the Fire Department and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the City of Sandusky and the Fire Department, to implement reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:
- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
 - B. To manage and to determine the location, type and number of physical facilities, equipment and the work to be performed on the condition that the Employer take such steps as are reasonably necessary, and which are within its ability to reasonably implement to provide for the safety of employees in the discharge of their duties, and to afford them equipment and material adequate to permit them to complete the same,
 - C. To determine the Employer's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes;
 - D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
 - E. To determine the hours of work, work schedules and to establish the necessary and reasonable work rules for all employees, unless otherwise specified in this agreement;
 - F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 - G. To maintain the security of records and other pertinent information pursuant to applicable laws.

ARTICLE 5

PLEDGE AGAINST DISCRIMINATION and COERCION

- 5.1 The provisions of this Agreement and all rules and regulations shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, sexual orientation, gender identity or expression, race, color, creed, national origin, political affiliation and involvement or noninvolvement in the Union, to the extent required by applicable Federal and State statutes and regulations.
- 5.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 5.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership.
- 5.4 The Union recognizes its responsibility as a bargaining agent and agrees to equally represent all employees in the bargaining unit without unlawful discrimination, interference, restraint, or coercion.
- 5.5 The Union agrees that it will not interfere with the rights of employees to not become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6

PRINTING and SUPPLYING AGREEMENT COPIES

- 6.1 The Employer will make available electronic copies of the contract and email a copy to all members at their City email address. Additionally, eighteen (18) hard copies of the Agreement will be supplied to the Union by the Employer.

ARTICLE 7

UNION REPRESENTATION

- 7.1 Staff representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter so identifying them and signed by the President of IAFF Local 327 or his/her designee.
- 7.2 Union representatives shall be responsible for processing grievances and, on request, for representing employees in conferences or inquiries which could reasonably lead to disciplinary action. Each calendar quarter, the Employer shall provide the Union a summary list of all disciplinary action concerning bargaining unit employees.
- 7.3 The Union shall provide to the Employer an official roster of its officers and shift representatives, which is to be kept current at all times and shall include the following:
1. Name
 2. Address
 3. Telephone number
 4. Immediate supervisor and
 5. Union office held
- The Union President and Vice President, as well as three (3) bargaining unit employees may be designated as shift representatives, in accordance with Union procedures.
- 7.4 The investigation and writing of grievances shall be done off duty or while on duty during non-work time. At steps 2, 3 and 4 of the grievance procedure, a written grievance can be filed at any time, within the stated time limits, with the Shift Commander, Chief or City Manager, respectively, by the Union Shift Representative, Vice President or President.
- 7.5 Rules governing the activity of the Union Representatives are as follows:
1. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business while on duty except during non-work time.
 2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area the nature of the Union activity.
 3. The Union official, upon being advised that he/she is in violation of this Agreement, shall cease union activities immediately upon the request of the supervisor of the area in which union activity is to be conducted or upon request of the president's or representative's immediate supervisor, or the Shift Commander or Fire Chief.
 4. If it is determined that the Union President or Representative are habitually abusing the rules of this Section, they shall be subject to disciplinary action.
- 7.6 The Employer agrees that not more than three (3) non-employee officers or representatives of the Union shall be admitted to the Employer's facilities and sites during working hours. With advance notice to the Employer, the non-employee officers or representatives' limitation may be expressly waived by the Employer. Such visitation shall be for the purpose of processing

grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

- 7.7 The President of IAFF Local 327 and/or his/her designee may be allowed time off with pay to perform business for IAFF Local 327 as long as, at the time the request is made, there is sufficient departmental minimum manning available for the date requested (See Section 7.8), as defined hereunder:
1. Representation of a bargaining unit member at any step of the grievance procedure, conference or inquiries.
 2. Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of IAFF Local 327 or his/her designee deems necessary to attend.
- 7.8 The President or his/her designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 168 hours per calendar year. Forty-eight (48) of these hours will be guaranteed time off, regardless of staffing levels for the time being requested. For the remaining one hundred twenty hours (120), requested time off to conduct Union business, will be approved provided there is adequate staffing as of the day the request is made. The President or his/her designee shall complete an IAFF Business Register (See end of this Article) prior to leaving on IAFF business. The aforementioned form shall be obtained from and returned to the appropriate Shift Commander on duty.
- 7.9 Duty-time spent in IAFF Business shall be compensated at the applicable straight time rate of pay and there shall be no overtime compensation for time spent on IAFF business which extends beyond the employee's regularly scheduled work day or work week.
- 7.10 Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, one (1) on duty member of the Union, IAFF Local 327 shall be given time off with pay to attend the funeral. Such representative shall be appointed by the president of IAFF Local 327.
- 7.11 The Employer agrees that the central fire station will be available for purposes of conducting union meetings. The use of meeting rooms will be scheduled in accordance with the scheduling policy for utilization of the facility.
- 7.12 The Employer shall inform a bargaining unit member within twenty-four (24) hours of a public records request to review that employee's personnel file.

IAFF Local 327 - Business Register



Date: _____

Name (President or Designee): _____

Date & Time of Request: _____

Nature of Business:

Scheduled Shift Strength: _____

Employee Signature: _____

Union President Signature: _____

Shift Commander Signature: _____

Fire Chief Signature: _____

Remarks:

ARTICLE 8

LABOR/MANAGEMENT MEETINGS

- 8.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Fire Chief and/or his/her designee and the City Manager and/or his/her designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.
- 8.2 An agenda will be furnished by both parties to the other at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:
- A. Discuss the administration of this Agreement;
 - B. Notify the Union of changes made by the Employer, which affect bargaining unit members of the Union;
 - C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
 - D. Disseminate general information of interest to the parties;
 - E. Discuss ways to increase productivity and improve efficiency;
 - F. Consider and discuss health and safety matters relating to employees.
- 8.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.
- 8.4 The Employer and the Union agree to meet in labor/management meetings on a quarterly basis to discuss matters of concern, including but not limited to the items set forth in Section 8.2.

ARTICLE 9

BULLETIN BOARDS

- 9.1 The Employer agrees to provide bulletin board space in an agreed upon area of each of the fire stations for use by the Union. Such space will be clearly marked "IAFF Local 327."
- 9.2 All notices which appear on the bulletin boards shall be posted and removed by the appropriate Union officials during non-work time and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:
1. Newspaper and magazine articles.
 2. Union members' personal notices.
 3. Union recreational and social notices.
 4. Notices of Union meetings.
 5. Notices of Union elections.
 6. Results of Union elections.
 7. Union appointments.
 8. Rulings, policies, reports of committees and officers of the IAFF, OAPFF, AFL-CIO and IAFF Local 327.
 9. Reports of non-political standing committees and independent non-political arms of the Union.
 10. General business notices of the Union.
 11. Comments, as determined by the Union body, regarding a candidate and/or political issue excluding City of Sandusky officials.
- 9.3 All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:
1. Personal attacks upon any other employee.
 2. Scandalous, scurrilous, or derogatory attacks upon the administration or City of Sandusky officials.
 3. Attacks on any other employee organization.
 4. Articles of a discriminatory nature.
- 9.4 The Employer shall be permitted to remove any posted material not in conformance with the provisions of this Article. The Employer shall immediately notify the Union when materials are removed, and the subject material shall be returned to the Union immediately.

ARTICLE 10

NO STRIKE/NO LOCKOUT

- 10.1 Inasmuch, this Agreement provides an avenue for the orderly resolution of grievances, the Employer and IAFF Local 327 recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Sandusky. THEREFORE;
- A. IAFF Local 327 agrees that neither it, its officer, agents, representatives, nor members, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other concerted action, interruption of operations or services of the Employer by its members or other employees of the Employer. When the Employer notifies IAFF Local 327 that any of its members are engaged in any such strike, as outlined above, IAFF Local 327 shall immediately and conspicuously post notice over the signature of an authorized representative of IAFF Local 327 to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work. Any Employee failing to return to work after notification by IAFF Local 327 as provided herein, or who participates or promotes such strike activities as previously outlined, may be subject to disciplinary action.
 - B. The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 327, unless those members have violated Section A of this Article.
- 10.2 In the event the Ohio Revised Code does change, this Article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 The probationary period and the retention, reduction, or removal of probationary employees shall be governed by the applicable Civil Service laws and rules and shall not be subject to the grievance procedure contained herein.

ARTICLE 12

RULES and REGULATIONS

- 12.1 Establishment of Rules/Regulations. The Union recognizes that the Employer or his/her designee(s), in order to carry out his/her statutory mandates and goals, has the right to declare reasonable rules and regulations, policies, and directives consistent with the statutory authority to regulate employee conduct and the conduct of the Employer's services and programs.
- 12.2 Application of Rules/Regulations. It is the Employer's intention that rules and regulations, policies, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.
- 12.3 Notice of Rule Revisions/Changes. It is agreed that, where the Employer has determined that written rules and regulations are necessary, the Employer will make them available to the employees. Employees will be notified in advance of any change in the rules and regulations. This shall be done by posting a notice on the bulletin board(s) or through general distribution of a memorandum. Copies of newly established written rules and regulations, or amendments to existing written rules and regulations, will be furnished to, and discussed with, representatives of the Union.
- 12.4 Basic Standards of Work-Related Conduct. This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow established rules and procedures of good work related conduct, whether or not such rules and procedures have been reduced to writing.
- 12.5 Access to Rules/Regulations. A copy of Fire Department rules and regulations, policies and directives shall be maintained and kept current and shall be available for inspection at each station.
- 12.6 Grievance Procedure Review. The employee shall have the right to grieve any rules and regulations, policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

ARTICLE 13

MINIMUM QUALIFICATIONS

- 13.1 The Employer will not remove or discipline any employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for his/her classification on his/her date of hire, except as otherwise provided below.
- 13.2 This Article does not prohibit the Employer from taking appropriate measures against an employee in the bargaining unit who does not attempt, in good faith, to successfully complete training and/or course work required of employees, or from taking appropriate measures against an employee for failing to perform or being unable to do the duties of his/her classification.
- 13.3 The Employer agrees to extend work privileges for a period not to exceed one hundred twenty (120) days after an employee loses his/her minimum qualification. During the first thirty (30) days of this period, the employee will receive 100% of their normal pay. After the expiration of the initial thirty (30) day period, the employee shall be paid at the rate of 85% of his/her normal rate of pay for up to ninety (90) days. Once the employee has met the minimum qualifications, the employee shall be returned to their normal rate of pay.
- 13.4 For purposes of this contract, the minimum job qualifications for an employee shall be the qualifications as required by federal, state, or local law, including but not limited to, obtaining and continuously maintaining an EMT-Basic or Paramedic license, an Ohio Certified Firefighter II Certification and a valid driver's license that allows for the operation of a motor vehicle for work purposes.

ARTICLE 14

TECHNOLOGICAL CHANGE

14.1 Whenever practicable, sixty (60) days prior to the introduction or implementation of a substantial technological change affecting employees, the Employer shall, by written notice, post and furnish the Union with full information of planned changes. This notice shall contain relevant information with respect to:

1. The nature and the degree of the change.
2. The date or dates on which the Employer plans to effect the change.
3. The location or locations involved.

Any discussion relative to such notice shall be the proper subject of a labor/management committee if requested by either party. Any such meeting shall be scheduled within fifteen (15) days of such request.

ARTICLE 15

CONTRACTING OUT

- 15.1 The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any employee in the bargaining unit.

This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by employees in the bargaining unit.

- 15.2 Grievances over whether contracting out violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 16

FACILITY STANDARDS

- 16.1 During the life of this Agreement the Employer will continue to provide employees with such linens, sleeping quarters, lounge facilities with adequate furniture, common area televisions, kitchen equipment, microwave ovens, eating facilities, air conditioning, lockers, and restroom/shower facilities as are currently provided.
- 16.2 Employee(s) may own, use and maintain union provided internet service, televisions, radios, video recorders, microwave ovens, vending machines and kitchen equipment as currently allowed.
- 16.3 Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephone, and visitation privileges. To own, operate and maintain exercise, sporting and recreation equipment, provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate Shift Commander.

ARTICLE 17

CORRECTIVE ACTION, DISCHARGE or SUSPENSION

- 17.1 No employee, for disciplinary reasons, shall be reduced in pay or position, suspended, discharged or disciplined without just cause.

Disciplinary action must be initiated within a reasonable time period, provided the Employer can show that it exercised due diligence in investigating the alleged incident.

- 17.2 Discipline

- A. Progressive Discipline/Serious Misconduct Defined. Except in cases of serious misconduct, discipline will be progressive. Serious misconduct shall include the following offenses: drunkenness, dishonesty, using illegal drugs or alcohol while on duty, being under the influence of illegal drugs or alcohol while on duty, the same being verified by a valid sobriety test or medical examination, refusal to submit to such a sobriety test or medical examination shall establish a presumption of being under such influence, or on duty misconduct of a serious nature that results in significant public disrepute to the individual or the department as a whole.

The employer agrees not to discharge or suspend an employee without first offering the employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and the Union representative and/or legal counsel of the Employee's choice. The hearing shall consist of written notice of the charges, a brief explanation of the evidence, and an opportunity for the employee to respond. However, an employee may be suspended immediately without loss of pay for cases involving serious misconduct in work related cases. When an employee is suspended immediately a hearing shall be scheduled within two (2) calendar days and the hearing actually held within fourteen (14) days of the date of the suspension.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Appeals from either discharge or suspension must be submitted in the form of a grievance (See Article 30) within ten (10) calendar days from the date of notification to employee at Step 4 of the Grievance Procedure, and a copy to the Union. If appealed, a suspension without pay shall not be put in effect until the final disposition of the grievance.
- D. Should an employee be disciplined for personal, off-duty misconduct, just cause must be related to the employee's job performance, job effectiveness, or misconduct of a serious nature that results in significant public disrepute to the department.

- 17.3 Records of Disciplinary Action. Records of disciplinary action shall cease to have force and effect per the following schedule, providing there has been no intervening disciplinary actions taken during the referenced time period.

<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>	<u>Removal from Active Personnel File</u>
Oral	Twelve (12) months	Twelve (12) months
Written	Twenty-four (24) months	Thirty-six (36) months
Suspension thirty (30) days or less	Three (3) years	Five (5) years
Suspension over thirty (30) days	Permanent	Permanent

- 17.4 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.
- 17.5 If there is a transcript of a hearing, the employee or the Union may obtain a copy at his/her/its expense.

ARTICLE 18

DEFINITION OF DEPARTMENTAL SENIORITY

- 18.1 Departmental seniority shall be determined by continuous service in the Sandusky Fire Department, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking eligibility on the Civil Service Eligibility List.
- 18.2 Departmental seniority shall be used in the determination of the following:
1. Order of vacation pick.
 2. Order of Kelly day pick (respective list officer or firefighter).
 3. Easter, Thanksgiving or Christmas Holiday time off pick.
 4. Layoff and recall per Civil Services Rules and Regulations.
 5. The Employer will, annually, provide a current seniority list to the Union. Errors in seniority lists shall be reported in writing to the Fire Chief, who shall cause such lists to be corrected if they are erroneous.

ARTICLE 19

HOURS OF WORK, KELLY DAYS, OVERTIME AND CALL BACK PAY

Hours of Work:

- 19.1 The Sandusky Fire Department Fire Suppression Personnel shall consist of three (3) shifts. Each shift shall work twenty-four (24) hours and the starting time shall be 0700 hours and the ending time shall be 0700 hours the following day. Each shift shall work a fifty-one (51) hour average work week. A work week shall be as follows: twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty, followed by twenty-four (24) hours on duty, followed by twenty-four hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty. Fire Suppression Personnel shall earn one (1) Kelly Day off each five (5) weeks.

Kelly Days:

- 19.2 The following rules and guidelines shall be used in choosing Kelly Days:
1. The Shift Commander will oversee the picking of Kelly Days. Trading of Kelly Days shall be left to the discretion of the Shift Commander. The Shift Commander shall ensure that the daily log and time books are correct and accurate.
 2. All Kelly Days must be taken.
 3. All personnel shall pick one Kelly Day per Kelly Day period.
 4. Lists shall be made out in five (5) week increments for choosing Kelly Days.
 5. A list will be shown for each five (5) week increment for both fire fighters and officers. Both groups shall pick by departmental seniority.
 6. There will be two (2) slots dedicated for Kelly Day picks. Vacation Day slots can be filled with a Kelly Day if they are open at the time of choosing Kelly Days. This may then allow four (4) shift personnel to be off for a Kelly Day.
 7. Each Kelly Day list shall be completed and approved by the Shift Commander one (1) month prior to the start of that period. Any employee not picking in a reasonable amount of time will have their Kelly Day assigned by the Shift Commander.
 8. After Kelly Days have been selected and approved by the Shift Commander, they may not be changed by the Employer without the approval of the employee.
 9. Kelly Days will not be picked for Easter, Thanksgiving or Christmas Day.

Overtime & Call Back:

- 19.3 The City Manager shall designate those classifications and conditions thereto for which overtime compensation shall apply.
- 19.4 Call in overtime is defined as overtime that attaches to a regular tour of duty. Call in overtime will be paid at the premium rate from the time of reporting to the time the regular tour of duty or scheduled overtime begins.
- 19.5 When an eligible employee is required by the Employer to work hours in excess of his/her normal work day or normal work week as set out in Section 19.1, the employee shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay.
- 19.6 To determine the regular hourly rate of pay, the monthly rate of pay shall be multiplied by twelve (12) and divided by 2080 for the average forty (40) hour work week; 2,652 for the average fifty-one (51) hour work week; except that for overtime in the division of fire, the regular hourly rate of pay shall be computed as if the average work week consisted of forty (40) hours.
- 19.7 With the approval of the City Manager, an employee may take compensatory time off in lieu of a cash payment for overtime, not to exceed three (3) days per calendar month.
- 19.8 Employees shall receive a minimum of four (4) hours premium pay for emergency call back overtime. Call back overtime is defined as overtime not attached to a regular tour of duty or to scheduled overtime.

ARTICLE 20

PARENTAL LEAVE/FMLA

- 20.1 The Union and Employer agree to abide by the terms of the Employer's FMLA policy which is attached hereto as Appendix A and which is incorporated herein by reference.

ARTICLE 21

VACATIONS

- 21.1 Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:

0-1 years of service	0 work weeks
1-5 years of service	2 work weeks
6-11 years of service	3 work weeks
12-17 years of service	4 work weeks
18-24 years of service	5 work weeks
25 or more years of service	6 work weeks

The above scale shall be converted to hours as follows:

Weeks	Suppression	40 Hour Employees
2 weeks	144 hours	80 hours
3 weeks	216 hours	120 hours
4 weeks	288 hours	160 hours
5 weeks	360 hours	200 hours
6 weeks	432 hours	240 hours

Employees with 25 years or more of total service credit in the Fire Service with the State of Ohio or any of its political subdivisions shall receive an additional one (1) work week of vacation leave. Employees, however, shall not exceed six (6) weeks of vacation.

- 21.2 An employee will be eligible for the full amount of vacation leave on the above leave schedule as of January 1 of the year the employee will obtain the applicable years of service.

- 21.3 Vacation selection shall be based on the following:

1. A list for picking vacations shall be established in September for the upcoming calendar year (January through December).
2. There will be two (2) slots dedicated for Vacation Day picks. Kelly Day slots can be filled with a Vacation Day only after Kelly Days have been chosen for that period. This may then allow four (4) shift personnel to be off for a Vacation Day.

An exception to this may be granted to personnel being transferred, on excused sick or injury leave and as granted by the City Manager.

3. Once an individual has picked a vacation it may not be changed without the approval of the Shift Commander.
4. Each individual shall pick his/her vacation in a reasonable amount of time, as determined by the Shift Commander. If an individual fails to do so they will be passed over and the next in seniority shall have the opportunity to pick.
5. Vacation time earned may not be carried over to the next year without the approval of the City Manager.

6. Probationary employees cannot use vacation leave until they have worked one year with the Employer.
 7. The method and guidelines by which vacations are picked will be established and determined through a labor management meeting.
- 21.4 For the members of IAFF Local 327 who work a forty (40) hour shift in the Fire Prevention Bureau (FPB), the following shall constitute the Sandusky Fire Department procedure for scheduling vacations:
- a. With the approval of the Fire Chief, an employee assigned to the FPB may be permitted to use vacation according to the number of hours, days, or weeks for which the employee will qualify during the year being scheduled. With the approval of the Fire Chief, an FPB employee may at any time schedule as few or as many hours, days, or weeks for which he or she qualifies.
 - b. The employee must use all vacation accrued and shall not carry over vacation time from one year to the next.
- 21.5 If an employee leaves the service of the Employer before such vacation is actually earned, the vacation pay shall be deducted from his/her final paycheck and/or from any other payments owed to the employee by the Employer.
- 21.6 In some cases, an employee taking vacation time before it is actually earned may occur. In such cases, the employee will have a negative vacation balance until their anniversary date. If the employee leaves the service of the Employer with a negative balance, the provisions of Section 21.5 shall apply.

ARTICLE 22

SHIFT TRANSFER/SHIFT TRADING

- 22.1 In the event of a transfer after vacations or Kelly Days have been chosen, the employee will be allowed to utilize the same time period.
- His/her pick shall not affect any previously chosen vacation. If the employee agrees to change his/her vacation, the employee will only be allowed to select any not chosen vacation time, following all applicable guidelines.
- 22.2 Employees of the Fire Department shall be allowed to exchange days or hours of work providing the following criteria are followed:
- a. Firefighters may trade time only with Firefighters; Firefighters who are working out of class (WOC) eligible may trade with any officer provided such trade does not result in a firefighter being the Shift Commander. All officers (Lieutenants, Captains, Shift Commanders) may trade time with each other, provided there is at least one officer on duty at all times.
 - b. Trades are made with the approval of the Shift Commander or shift officer. The trading of vacations shall be made only upon approval of the Shift Commander and may be done throughout the ranks.
- 22.3 The employees agree that when trades are made, they shall not result in overtime or compensatory time and there will be no trading of minimum staffing overtime hours.
- 22.4 Trading time shall not be denied if there is a willing person to assume his/her slot on duty within the effected classification. Verbal trades will be approved if notification is provided to the on-duty Shift Commander prior to 0700 hours.

ARTICLE 23

HOLIDAY, COMPENSATORY and PERSONAL TIME

Holiday Time:

- 23.1 Employees on fifty-one (51) hour work weeks shall be paid an annual allowance of one hundred sixty-eight (168) hours of pay per year in lieu of the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
General Election Day*
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Eve (1/2 day)
Good Friday (1/2 day)
Christmas Eve

*General Election Day is defined as the election held on the first Tuesday after the first Monday in each November (See, ORC 3501.01 (A)).

- 23.2 Holiday hours may be taken as compensatory time with approval of the Shift Commander at any time during the calendar year in which it was earned. Any time not used as compensatory time during the year shall be considered as Holiday pay.
- 23.3 Employees who do not complete an entire year of service with the Employer will only be paid for those holidays encompassed by his/her time in the service of the Employer.
- 23.4 Employees on a forty (40) hour work week will observe the above holidays in accordance with the Employer's policies. An employee on duty will be granted two (2) hours off on Easter, Thanksgiving and Christmas to be with their family, subject to recall where operational needs require. In the event the employee is unable to take the time off due to operational reasons, it shall be converted to compensatory time and thereafter be used in accordance with this contract.
- 23.5 Employees in the Bargaining Unit shall receive Holiday Pay in the twenty-fourth (24th) pay period.
- 23.6 If the employee leaves the service of the Employer before such Holiday time is actually earned, the Holiday time shall be deducted from his/her final paycheck and/or from any other payment owed to the employee by the Employer.

Compensatory and Personal Time:

23.7 The Shift Commander shall deny the use of compensatory time only in the event the use of such time would reduce manpower below the acceptable minimum manning level for the time period involved.

23.8 In the event of a personal emergency, an employee may take immediate emergency leave that reduces manpower below the minimum manning level. The emergency leave will be deducted from the employee's accrued compensatory time, personal time or holiday time (as chosen by the employee). Employees shall not use more than twenty-four (24) hours of emergency leave in a calendar year.

23.9

Fire personnel shall be entitled to take one personal day per year. A personal day will be considered a normal work day for a 40-hour or 51-hour employee. The following should be considered when scheduling personal time:

- A. Personal time can be scheduled for any time throughout the year, except during Easter, Thanksgiving, or Christmas Day.
- B. Personal time can be scheduled in quarter (0.25) hour increments.
- C. More than one employee can use their personal time on a given day as long as there are openings available when the personal time was scheduled.
- D. Only one employee will be allowed to use their personal time, on a given day, if it creates overtime. In this situation, the personal time must be scheduled five (5) days prior to its use to be approved by the Shift Commander or Officer in Charge. If the personal time is requested with less than five (5) days until its use, it must be approved by the Fire Chief.
- E. Unused personal days will carry over from year to year, but may be cashed out at the then current straight time rate if requested by the employee.

ARTICLE 24

SICK LEAVE

- 24.1 Each forty (40) hour employee shall earn five (5) hours of sick leave per pay period. Each fifty-one (51) hour employee shall earn seven (7) hours of sick leave per pay period. Pay periods shall be computed at twenty-six (26) pay periods per year.
- 24.2 There shall be no limit on the amount of sick leave an employee may accumulate.

ARTICLE 25

SICK LEAVE USE and CONVERSION

- 25.1 Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
1. Illness or injury of the employee or a member of his/her family, wherein the employee's presence is required for the care and assistance of the ill/injured family member.
 2. Death of a member of his/her immediate family (sick leave usage to a maximum of five [5] working days).
 3. Medical, dental, or optical examination, treatment, or therapy of the employee or a member of his/her immediate family at a medical facility, which requires the employee's presence and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or where, through exposure to a contagious disease, the presence of employee at his/her job would jeopardize the health of others.
- 25.2 Definition of immediate family for the purpose of Sick Leave is as follows: grandparents, mother, father, sister, brother, father-in-law, mother-in-law, spouse, child, stepchild, stepmother, stepfather and foster children.
- 25.3 Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work; sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 25.4 Additional leave may be approved by the City Manager under special circumstances to be deducted from sick leave for the purpose of this Article.
- 25.5 After more than forty-eight (48) consecutive work hours of sick leave, employees shall be required to furnish satisfactory proof, including a physician, dentist or chiropractor certificate to the effect that the absence resulted from one of the causes enumerated in this section. Falsification of either a written, signed statement or a physician's certificate shall be cause for disciplinary action.
- 25.6 For reasonable cause, the Employer may require an employee to take an examination to determine the physical or mental capability to perform the duties of his/her position. If found not qualified, the employee may be placed in a job he/she can perform in the Fire Department or on sick or disability leave. The cost of such examination shall be paid by the Employer.
- 25.7 An employee may select at the time of retirement from active service with the Employer and after ten (10) years of service with the Employer, to be paid in cash for the value of his/her accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement and shall be paid only once to an employee and is to be paid upon the following schedule:

For forty (40) hour employees:

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- a. Employees with less than 1000 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1000 hours but less than 1500 hours will receive 30% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1500 hours but less than 2200 hours will receive 35% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2200 hours will receive 45% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.

The proportional schedule for a fifty-one (51) hour employee is as follows:

- a. Employees with less than 1300 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1300 hours, but less than 1950 hours will receive 30% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1950 hours but less than 2860 hours will receive 35% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2860 hours will receive 45% of the total accumulated hours upon retirement and after ten (10) years of service with the Employer.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. This program shall replace all other sick leave reduction incentives in this contract.

- 25.71 For any employee hired on or after January 1st, 2019, said employee may select at the time of retirement from active service with the Employer, after ten (10) years of service with the Employer, to be paid in cash for the value of his/her accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement and shall be paid only once to an employee and is to be paid upon the following tiered schedule.

For forty (40) hour employees:

- a. Employees with less than 1000 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1000 hours but less than 1500 hours will receive 30% of these hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1500 hours but less than 2200 hours will receive 35% of these hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2200 hours will receive 45% of these hours upon retirement, after ten (10) years of service with the Employer.

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- b. Employees with 1300 hours but less than 1950 hours will receive 30% of these hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1950 hours but less than 2860 hours will receive 35% of these hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2860 hours will receive 45% of these hours upon retirement, after ten (10) years of service with the Employer.

For example, a 51-hour employee with 3500 hours of total accumulated sick time will receive 25% of all hours below 1300 (1299 hours) multiplied by their rate of pay, plus 30% of all hours between 1300 and 1949 hours (649 hours) multiplied by their rate of pay, plus 35% of all hours between 1950 and 2859 hours (909 hours) multiplied by their rate of pay, plus 45% of all hours above 2860 (640 hours) multiplied by their rate of pay. The total from each tier is then added together to determine the final sick time payout.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. This program shall replace all other sick leave reduction incentives in this contract.

- 25.8 The previously accumulated sick leave of an employee who has been separated from public service shall be placed to his/her credit upon his/her reemployment with the Employer provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service and provided the employee did not request payment for accumulated but unused sick leave by claiming retirement from service.
- 25.9 Sick Leave Donation Program: Members of the bargaining unit may donate sick leave to a fellow employee (union or non-union) within the fire department who is otherwise eligible to accrue and use sick leave under the Personnel Policies or a current Labor Agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to non-work related serious illness or injury of the employee.
 - (A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive donated sick leave:
 - (1) Has a serious illness or injury;
 - (2) Has no accrued leave;
 - (3) Has not been approved to receive other benefits; and
 - (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.
 - (B) Members may donate sick leave if the donating member:
 - (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;

- (2) Donates a minimum of eight hours; and
 - (3) Retains a sick leave balance of at least four hundred (400) hours.
- (C) The Sick Leave Donation Program shall be administered on a pay period by pay period basis. Members using donated sick leave shall be considered in active pay status and shall accrue leave (except holidays) and be entitled to any benefits to which they would otherwise be entitled. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Leave accrued by a member while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.
- (D) Members who wish to donate sick leave shall certify on a form provided by the Employer:
 - (1) The name of the employee for whom the donated sick leave is intended;
 - (2) The number of hours to be donated;
 - (3) That the donating member will have a minimum sick leave balance of four hundred (400) hours; and
 - (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.
- (E) No member shall be forced to donate sick leave. The Employer or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the Employer shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

ARTICLE 26

JOB RELATED DISABILITY LEAVE

- 26.1 Any employee unable to perform the substantial and material duties of his/her position of employment as a result of a job-related disability condition or injury shall be entitled to a leave of absence at his/her regular rate of pay for the duration of the period which he/she is medically certified as being unable to perform said duties up to a total period not to exceed twelve (12) months for each disability or for each series of related disabilities. During any such period of disability leave, the Employer, in addition to paying the employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as a part of the employment relationship between the Employer and the employee. During any such period of disability leave the employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.
- 26.2 The Employer has the right to insist on an examination of the employee. The Union and the Employer agree that the examination will be conducted by Corporate Health through Firelands Regional Medical Center or by a physician affiliated with or referred by Corporate Health. This examination shall be at the Employer's expense. The opinion of the Corporate Health physician or the physician referred by Corporate Health shall be used to determine the employee's eligibility for medical leave under this section. The Employer shall have the right to disapprove paid leave and/or require the employee to return to work at any time from service injury leave status.
- 26.3 The Employer shall pay for the cost of all treatment when an employee is exposed to any contagious disease, provided the employee is not covered by hospitalization/medical insurance(s), or Workers' Compensation. It shall be the decision of a licensed physician if such treatment shall be needed. The employee shall have the decision if he/she wants to receive such treatment.

ARTICLE 27

ASSIGNMENT DURING DISABILITY

- 27.1 An employee injured off-duty may be assigned, and an employee injured on duty will be assigned, less strenuous duties when recommended and verified in writing by a licensed physician, dentist, or chiropractor due to mental or physical health, or disability for a period not to exceed sixty (60) calendar days. An employee who becomes pregnant may be assigned less strenuous duties when recommended and verified in writing by a physician, for a period not to exceed sixty (60) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Employer and within the Fire Department. Said employee shall receive compensation and benefits, attached to his/her normal assigned position. The Employer reserves the right, in its sole discretion, to extend the period of light/transitional duty set forth herein.
- 27.2 The Employer may require an employee to undergo an examination. The examination will be conducted by Corporate Health through Firelands regional Medical Center or by a physician affiliated with or referred by Corporate Health to determine the physical or mental capability to perform the duties of a position, when reasonable cause exists. The cost of such examination shall be paid by the Employer. The parties agree to be bound by the decision of the physician.

If the employee is unable to perform the duties of his/her classification, the employee may be placed on light-duty assignment or on administrative leave with pay not to exceed thirty (30) calendar days pending the final disposition of the mutually selected physician.

ARTICLE 28

FUNERAL LEAVE

- 28.1 Funeral leave shall be granted to any employee without loss of pay or accumulated sick leave due to the death of his/her father, mother, spouse, child, stepchild, stepfather, stepmother, or foster child for those work days within a four (4) day period beginning with the day of death or ending with the day of the funeral.

For funerals of relatives set forth in this section requiring travel of 150 miles or more one way, the employee shall be granted leave without loss of pay or accumulated sick leave for those work days within a seven (7) day calendar period beginning with the day of death.

- 28.2 Funeral leave shall be granted to any employee without loss of pay or accumulated sick leave due to the death of his/her brother, sister, grandparent, step grandparent, grandchild, spouse's mother, spouse's father, spouse's grandparent, aunt, uncle, niece or nephew for those work days within a three (3) day period beginning with the day of death or ending with the day of the funeral.
- 28.3 Additional leave may be approved, up to 3 days, when requested, by the Fire Chief under special circumstances to be deducted from sick leave.
- 28.4 Application for funeral leave must be made on forms provided by the Employer and must be approved by the Fire Chief or the City Manager.
- 28.5 The Fire Chief shall have the authority under special circumstances to grant funeral leave not otherwise covered by this Article to an employee without loss of pay or accumulated sick leave. Application for such leave shall be made in accordance with Section 28.4.

ARTICLE 29

COURT LEAVE

- 29.1 The Employer shall grant leave without pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate, coroner or any other official or official group or commission as a plaintiff, defendant, or witness provided twenty-four (24) hour advance notice is given. The notice requirement may be waived by the Employer in case of an emergency. The employee may request to have the time deducted from his/her compensatory time or holiday time.
- 29.2 The Employer shall grant leave with pay to any employee for the period of time he/she is required to appear before a court, judge, magistrate, coroner, or any other official or official group or commission as a plaintiff, defendant or witness in all work-related cases, except when the employee is bringing legal action against the Employer.
- 29.3 An employee required to appear for jury selection or service shall receive his/her regular daily wage for each day which would have been worked but for such jury participation and shall submit any payment received for such participation to the Employer.
- 29.4 An employee who is required to appear before a judge, magistrate, coroner, police inquiry or any other official or official group or commission in the performance of his/her duties, on a non-scheduled work day, shall be compensated or receive time back at the premium rate.

ARTICLE 30

GRIEVANCE PROCEDURE

- 30.1 The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from misunderstandings that will inevitably develop in the day to day activities of public service are promptly heard and answered and appropriate action is taken to correct the grievance being presented. Punitive action shall not be taken against any employee for submitting a grievance in good faith.
- 30.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the City Charter, or by the provisions of the United States or Ohio Constitutions.
- 30.3 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group, shall process the grievance.
- 30.4 Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by allowing the time requirements of any step to lapse without further appeal.
- 30.5 Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step of the Grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, calendar days shall be used.

All written grievances shall contain the following:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed
4. Date grievance was filed in writing
5. Name of supervisor with whom grievance was discussed
6. Date and time grievance occurred
7. Where grievance occurred
8. Description of incident giving rise to the grievance
9. Articles and Sections of Agreement violated
10. Resolution requested

- 30.6 When an employee covered by this Agreement represents himself/herself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. In discipline cases, an employee may be represented by counsel at Steps 4 and 5 at his/her own expense.
- 30.7 The Employer and the Union will develop, jointly, a Grievance Form (See end of this Article), which shall provide the information as outlined in Article 30.6. The Union shall have the responsibility for the duplication, distribution and accounting of the grievance forms.
- 30.8 If the absence of the Shift Commander or Chief delays the grievance procedure in any manner, which adversely affects the time limits, the grievance shall automatically progress to the next step, provided that the employee has made every effort to file a grievance at such a time to avoid a delay in the grievance process.
- 30.9 The following steps shall be followed in the processing of a grievance in order for an alleged grievance to receive consideration.

Step 1: **Shift Commander:** A grievance must be processed within fourteen (14) calendar days of the date the grievant has knowledge of alleged incident. An oral discussion between the aggrieved employee and his/her supervising Shift Commander is the preliminary step prior to pursuing the formal steps of the grievance procedure. An employee shall be accompanied by and/or represented by a Union representative, of his/her choice, at all steps of the grievance procedure.

Step 2: **Shift Commander:** If the employee and the Shift Commander are unable to resolve the alleged grievance in Step 1, the employee may process the grievance to Step 2. The grievant will present the alleged grievance, in writing within ten (10) calendar days following the Shift Commander's oral response, using the form jointly developed by the parties (See end of this Article). It shall be the responsibility of the Shift Commander to investigate and provide written answers to the grievant within ten (10) calendar days following the day on which the Shift Commander was presented the written grievance.

Step 3: **Fire Chief:** If the employee and the Shift Commander are unable to resolve the grievance at Step 2, the employee may process the grievance to Step 3. The grievant must present the alleged grievance to the Fire Chief within ten (10) calendar days following the reply at Step 2. It shall be the responsibility of the Fire Chief to investigate and provide written answers to the grievant within ten (10) calendar days following the day on which the Fire Chief was presented the grievance.

Step 4: **City Manager:** The employee may process the grievance with the City Manager or his/her designated representative within ten (10) calendar days after receiving the Step 3 reply. The City Manager or his/her designee shall have seven (7) calendar days in which to schedule a meeting, if he/she deems such necessary, with the aggrieved employee. The City Manager or his/her designee shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within ten (10) calendar days following the filing of the grievance at Step 4.

Step 5: **Arbitration:** If the grievance is not satisfactorily resolved at Step 4, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fourteen (14) calendar days from the date final action was taken on such grievance under Step 4 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a third disinterested person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) calendar days of the demand for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with applicable rules and regulations. The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power and authority to make any decision:
 - 1. Contrary to or inconsistent with or modify or varying in any way the terms of this agreement or applicable laws.
 - 2. Contrary to, inconsistent with, changing, altering, limiting, modifying any practice, written policy rules or regulations presently or in the future established by the Employer so long such practice, rules, policy, or regulations do not conflict with this agreement.
 - 3. Concerning the establishment of wage scales rates on new or changed jobs or changes in any wage rates.
 - 4. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
 - 5. Granting any right or relief of any alleged grievance at any time other than the contract period in which such right originated.
- B. The question of arbitrating a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitration, the alleged grievance will then be heard on its merits before the same arbitrator on the same day.
- C. The decision of the Arbitrator resulting from an arbitration of grievances, hereunder, shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the Arbitrator shall be final and binding.
- D. The cost of any services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any

nonemployee witness shall be borne, if at all, by the party calling them. The fees of the court recorder shall be paid by the party asking for one; such fees shall be split equally if both parties desire a recorder or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

IAFF Local 327
Step 2: Grievance Appeal (Shift Commander Level)

Name of Employee/Rank: _____

Date Grievance First Discussed (Step 1): _____

Date Grievance Filed (Step 2): _____

Nature of Grievance – Article & Section Violated:

Resolution Requested:

Employee Signature: _____

Union Representative Signature: _____

Received By: _____ **Date Received:** _____

Shift Commander/Fire Chief Answer:

Shift Commander/Fire Chief Signature: _____

Date Signed: _____

IAFF Local 327

Step 3: Grievance Appeal (Fire Chief Level)

Name of Employee:_____

Date Grievance Filed: _____

Employee Signature: _____

Union Representative Signature: _____

Received By: _____ **Date Received:** _____

Department Head/Fire Chief Answer:

[illegible]

Department Head/Fire Chief Signature: _____

Date Signed: _____

ARTICLE 31

SAFETY AND HEALTH

- 31.1 The Employer will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employee(s) agree(s) that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

ARTICLE 32

UNIFORM ALLOWANCE

- 32.1 The Employer and Union have agreed to the implementation of a quartermaster system for the provision of uniforms. The Employer has agreed as part of this system to designate at least two (2) vendors for uniforms and one (1) vendor for t-shirts and workout attire. Effective January 1, each year, each member of the Union will be given a credit, at the vendors selected by the Employer, in the aggregate amount of \$1,000. Bargaining unit members may use up to \$500 of this amount on approved uniform items, equipment and/or professional development. Each member of the Union may utilize the credit to purchase annual items from the Uniform and Safety Equipment Replacement List as set forth at the end of this Article and for business expenses, including training opportunities, which shall be as approved by the Fire Chief. The Allowance may be used to purchase approved boots, helmets, safety equipment, and professional development expenses.
- The parties further agree that the Employer shall pay for the purchase of one (1) dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the Employer. The Employer will purchase the dress uniform and it will, thereafter, be the responsibility of the member to maintain and/or replace the uniform as the need arises. Dress uniforms shall be inspected in January of each year. Funds for uniform allowance shall not be released until employees pass the dress uniform inspection.
- 32.2 The allowance payable to newly hired employees and to each entitled employee leaving the service of the Employer shall be prorated so that the appropriate allowance is paid only for the actual time of service with the Employer.
- 32.3 Upon the approval of the Fire Chief, uniforms damaged or stained in the line of duty, at the scene of a fire or during a response to and from an emergency call will be replaced. Damaged or stained uniforms shall be reported no later than the next duty day after the damage occurred.
- 32.4 Glasses or dentures clearly damaged in the line of duty, where there is no negligence on the part of the employee, will be repaired or replaced by the Employer as determined by the City Manager, provided damage is reported during the shift of occurrence.
- 32.5 The Employer and the Union agree that IAFF Local 327 bargaining unit members shall be permitted to purchase sunglasses through their quartermaster system that meet or exceed the minimum safety standards of *ANSI Z87.1 "Eye and Face Protect – 2003*. In addition, *the sunglasses shall block out at least 99% of both UV-A and UV-B radiation*.
- 32.6 The Employer and the Union agree to continue the less restrictive uniform policy that allows firefighters to wear t-shirts, sweat shirts and duty shirts.
- 32.7 Any employee that changes rank will be issued one (1) job shirt.
- 32.8 The ordering of quartermaster items may be done between January 1st and November 30th of each calendar year.

Uniform and Safety Equipment Replacement List

Pants/Shorts/Belt

- Duty Pants and/or Shorts
- Black Belt
- “Under Armour” Cold Weather Type Pants

Shirts

- Duty Shirt - Short Sleeve
- Duty Shirt - Long Sleeve
- Polo Shirt
- T-shirt - Short Sleeve (no pocket)
- T-shirt - Long Sleeve

Sweatshirts/Cold Gear Shirts

- Regular Sweatshirt
- Hooded Sweatshirt
- Job shirt
- Mock Turtleneck
- “Under Armour” Cold Weather Type Shirt

Athletic Clothing

- Shorts
- Pants

Socks

- Long Black
- Short Black

Shoes & Boots

- Athletic (1 pair/year)
- Duty Boots (1 pair/year) – polishable or non-polishable
- Duty Shoes (1 pair/year) – polishable or non-polishable

Hats

- Ball Cap
- Stocking Cap
- Skull Cap

Badges

- Shirt
- Coat

Coats

- EMS Coat w/Liner
- EMS Coat Liner
- Duty Champ Coat

Class “A” Uniform

- Jacket
- Pants
- White Dress Shirt
- Tie
- Hat
- White Gloves
- Black Dress Shoes
- Raincoat
- Service Stars, Stripes, Buttons
- Garment Bag

Firefighting/EMS Gear

- Helmets (credit for normal replacement cost)
- Fire Boots (credit for normal replacement cost)
- Hoods (firefighting)
- Gloves (firefighting, technical and/or specialized rescue)
- Suspenders (firefighting)
- Safety Glasses (**\$70 maximum**)
- Sunglasses
- Flashlights (**1 every 3 years or unserviceable**)
- Knives and/or Multi-tools
- Bags (gear, mask, station) – **Departmental approved**
- Dive Gear (mask, fins, snorkel, gloves, tools)
- Firefighting/EMS/Rescue tools that could be used while performing duties for Sandusky Fire Department (**\$100 maximum**)

Linens – Departmental Approved (1 each/year)

- Bed linens (sheets, pillowcase, blanket, pillow)

ARTICLE 33

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

- 33.1 The Employer shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following:
- 1) Traditional Helmets
 - 2) Gloves
 - 3) Bunker pants
 - 4) Bunker coat
 - 5) Respiratory apparatus
 - 6) Nomex hoods
 - 7) Flashlights
 - 8) Approved leather firefighting boots
 - 9) Public Safety Vests
 - 10) Safety glasses
 - 11) EMS squad coats
- 33.2 The Employer shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the end of the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the Employer.
- 33.3 The safety equipment and protective clothing listed in Article 33.1 will be replaced based on NFPA or manufacturer safety standards and time limits or as stated in Article 33.2.

ARTICLE 34

STAFFING COMMITTEE

- 34.1 Once a calendar year and at the request of the Union, but no more than three (3) times per calendar year, two (2) representatives of the Union, the Fire Chief, the City Manager and one (1) additional representative of the Employer shall meet regarding staffing of the Fire Department., and if a majority consensus is reached, issue recommendations on potential improvements in Fire Department staffing for consideration by the Employer. The recommendations shall be issued to the City Manager for review within ninety (90) calendar days of the Staffing Committee's first meeting date. The Employer shall issue a written response to the recommendations within thirty (30) calendar days of receipt of the Committee's recommendations.

ARTICLE 35

MILEAGE and TRAVEL ALLOWANCE

- 35.1 When an employee of the Fire Department is required and approved by the Employer to travel in the performance of his/her duties: to attend mandatory training or seminars; to attend an official hearing; or any other task or responsibility arising from his/her employment, he/she shall be furnished a department vehicle if one is available. Should a vehicle not be available, or at management's discretion, the employee shall be reimbursed for use of his/her private vehicle at the mileage rate established by the Internal Revenue Service. For purposes of this Section, employees shall be covered by the Employer's Workers' Compensation policy for all travel time.

ARTICLE 36

EDUCATIONAL DIFFERENTIAL/TUITION REIMBURSEMENT

- 36.1 Each employee in the bargaining unit shall be entitled to additional compensation of two percent (2%) of base pay for one (1) completed year or four percent (4%) of base pay for two (2) completed years of accredited college courses in Fire Science and/or Fire Administration, Public Administration, or Business Administration, on approval by the City Manager. Forty-five (45) quarter hours of credit of "C" average or above shall constitute a completed year.

Payments made under this section shall be pro-rated based on the date the employee receives the degree. For new hires who have one of the degrees, payment shall be pro-rated based on the employee's hire date.

- 36.2 The Employer shall pay the cost of any books, fees, and tuition for work related courses as required by the Employer.
- 36.3 Employees attending such courses during their normal work schedule shall receive their normal rate of pay. Employees attending courses during their non-scheduled work time shall receive a choice of either compensatory time or the appropriate overtime for such hours, including travel time, hours in class, meal time and break time at the premium rate. Compensatory time shall be scheduled off in accordance with departmental procedure. This section is subject to the provisions contained in Section 36.6 as they relate to the maintenance of a certified paramedic status.
- 36.4 Personnel assigned to a forty (40) hour work week to attend assigned training shall be compensated overtime at the appropriate rate for all hours accumulated over the forty (40) hours. All time accumulated means all travel time, mealtime, breaks, and class time. Compensation shall be in the form of compensatory time or cash at the forty (40) hour rate. This shall be the employee's option. Meal time may be included in the forty (40) hour period should the actual class time be less than forty (40) hours, however should the time spent in training exceed forty (40) hours the inclusion of meal time is not applicable.
- 36.5 Those personnel assigned to the FF I and FF II Certification School shall be compensated at the appropriate rate for miles traveled for each weekly trip down and back and shall be given compensatory time for each weekly trip down and back.
- 36.6 Each employee in the bargaining unit shall be entitled to additional compensation of 6% of the Class A firefighter rate for time spent in obtaining and maintaining a certified Paramedic Status. The employee shall be paid the proportionate share of the compensation set forth herein for years in which the employee does not have the paramedic certification for the entire year. For example, if an employee has the certification only three (3) months of the calendar year they would receive 3/12th of the compensation due hereunder.

New hires with a paramedic certification shall receive a pro-rated payment under this section based on their hire date.

It shall be the responsibility of each employee to keep track of and satisfy all requirements for the maintenance of a certified paramedic status. The Employer has available in-house training which will provide the necessary credits to comply with the Continuing Educational requirements for paramedics. Employees must utilize these courses in order to maintain their Paramedic Status. Employees who fail to utilize the in-house training shall be solely

responsible for obtaining the necessary credits and shall be required to pay all outside tuition costs and shall not be entitled to compensation for attendance at these outside courses. An employee who fails to obtain and maintain a certified paramedic status shall not be entitled to the additional compensation listed herein.

- 36.7 All payments under this Article shall be paid in the second pay period in February and eligibility shall be based on the prior calendar year (January 1 - December 31).
- 36.8 In the event that the Employee leaves employment with the Employer, for any reason other than full retirement or disability retirement, within three (3) years of the date of the payment for an expenditure related to initial firefighter and/or EMT certification at any level for new employee members and for all union members for non-mandatory education or training, the employee shall be required to reimburse the Employer for such costs upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is incurred, the employee shall reimburse the Employer for 100% of the costs incurred; within two (2) years, 75%; and within three (3) years, 50%. Reimbursable costs shall include tuition, books, educational materials and related lodging and per diem expenses.

ARTICLE 37

***HEALTH and LIFE INSURANCE PLAN
and
LINE OF DUTY DEATH BENEFITS***

- 37.1 The Employer will fund a health and life insurance benefit plan (hereinafter referred to as the “Buy-up Plan”) for each covered employee as set forth in Appendix B, subject to modification as set forth herein.

Bargaining unit employees shall pay one hundred and twenty dollars (\$120.00) per pay period for family coverage and seventy dollars (\$70.00) per pay period for single coverage. The Employer has the right to reopen negotiations if the Employer premiums for health insurance increase fifteen (15%) percent.

Dental and Vision coverage will continue at current levels as more fully described in the attached plan summary and henceforth, dental and vision coverage may be subject to modification as set forth herein

The plan will continue to provide life insurance coverage equal to the employee’s base salary up to an amount not to exceed \$50,000 per year.

- 37.2 There shall be an Employer health insurance committee to review coverage and make recommendations for benefits in the following calendar year. The committee shall consist of one (1) voting representative from each of the labor organizations representing the Employer’s employees and an equal number of representatives of the Employer. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to the existing schedule of benefits (Appendix B), including dental and vision benefits. However, the committee’s recommendations are not binding on the parties and any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties.

The committee shall meet at least once annually before October 1st to address any issues with the health insurance plan and once after bids for a change in health insurance have been received. Either the Employer or any member of the committee can request an additional meeting at any time.

Should the Employer’s cost to maintain the existing schedule of benefits exceed a 15% increase in annual cost from the preceding year or there is a majority vote by the committee to change the schedule of benefits and either of the parties have rejected the committee’s recommended changes, the Employer may request reopener negotiations concerning proposed modifications to the schedule of benefits set forth under Appendix B. The Employer shall endeavor to make such a request in writing to the Union at least ninety (90) days before, but no less than sixty (60) days before any proposed change may take effect. As a part of any such negotiations, IAFF Local 327 may counter-propose equivalent economic offsets to a proposed increase in employee costs. Any impasse between the parties in such reopener negotiations shall be resolved as set forth herein.

The parties shall meet for the reopener negotiations within thirty (30) days of the filing of the notice to negotiate for the reopener. If the parties are unable to reach an agreement, the outstanding issues shall be resolved through a conciliation hearing. Conciliation shall be initiated by requesting a list of five (5) conciliators from the State Employment Relations

Board, with the conciliator being selected through an alternate strike method. The list of conciliators may be requested by either party any time after one (1) meeting between the parties. The conciliation decision shall be issued within two (2) weeks of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply, except as expressly superseded herein. The conciliation decision shall be final and binding in accordance with Chapter 4117.

For purposes of the reopener negotiations, the provisions of R.C. 4117.14(G)(11) shall not apply. The parties waive the fact-finding process for these reopener negotiations.

- 37.3 An employee will be eligible to receive health insurance benefits the day following completion of thirty (30) days of employment. To be a covered employee, the employee must be in active status as of the first working day of the month. If an employee returns to active pay status before the end of the month, the employer portion of the health insurance premium that was paid by the employee shall be refunded.
- 37.4 The health benefits for covered family and dependents of an employee who has been killed in the line of duty shall continue for a period of one (1) year from the date of death of the employee without premium contribution from the employee's family and/or dependents. Further, the Employer shall pay the funeral expenses for the deceased firefighter at a cost up to Eight Thousand Five Hundred Dollars (\$8,500.00).
- 37.5 As a sign of respect and in good faith by the Employer, an employee who dies in the line of duty shall be promoted posthumously to the next highest pay grade, Firefighter to Lieutenant, Lieutenant to Captain, or Captain to Battalion Chief. All payouts owed to the employee shall be calculated and paid at the posthumously promoted pay grade.
- 37.6 "In the line of duty" as used in this Article shall be defined as a death that is the direct result of a traumatic injury sustained at or in the course of an emergency.
- A. Examples of *in the line of duty death* circumstances include, but are not limited to, the following:
- i. Deaths directly resulting from traumatic injuries sustained during response to, at the scene of, or during return from an emergency incident including but not limited to fires, emergency medical calls, hazardous materials incidents, natural disasters, technical rescue incidents, and search and rescue missions;
 - ii. Deaths directly resulting from traumatic injuries sustained while engaged in department authorized emergency training drill;
 - iii. Deaths directly resulting from a cardiovascular event that occurs immediately after, or within 24 hours of, returning from an emergency response.
- B. Examples of circumstances that are *not in the line of duty deaths for posthumous promotion* include, but are not limited to, the following:
- i. Deaths that occur while the firefighter was engaged in a non-emergency fire department duty, i.e. – station or apparatus maintenance, special event standby assignments, parades, community service details, fundraising events, etc.;
 - ii. Deaths that occur during the firefighter's commute to/from their place of employment;

- iii. Deaths where there is a report of alcohol or controlled substance involvement on behalf of the deceased employee or the actions taken were in violation of department policies or procedures.

37.8 Alternative Plan Offerings. Notwithstanding the provisions above, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs. The costs, contribution rates, and/or the terms and conditions of said alternative programs shall be at the discretion of the employer and may be subject to change. In the event of changes in the cost, contribution rates, and/or terms and conditions of such alternative programs, employees shall be notified of such changes thirty (30) days in advance of the effective date of such changes and may withdraw from said program and shall be entitled to enrollment in the Buy-up Plan.

ARTICLE 38

WAGES (See end of this Article)

38.1 Effective January 1, 2022 2.0% increase

38.2 Either party may re-open the contract for the purposes of negotiating wage rates by giving written notice to the other party by October 31, 2022.

Should neither party open the contract, there shall be a 3% increase effective 1-1-23.

38.3 If the collective bargaining agreement is not re-opened pursuant to Section 38.2 above, either party may re-open the contract for the purposes of negotiating wage rates by giving written notice to the other party by October 31, 2023.
Should neither party open the contract, there shall be a 2% increase effective 1-1-24.

The re-openers herein shall proceed in accordance with the procedures in Section 37.2 above.

The pay raises set forth in this contract shall be payable in and effective for the first payday of the designated year.

38.4 The Employer further agrees to establish a thirteen (13%) percent differential between ranks. (Does not include Fire Marshal, this is a designated pay rate of 10% over firefighter class A)

38.5 The Employer will maintain a pension "Pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General Opinions, whereby State and Federal Income Taxes on employee pension contributions by all bargaining unit members are deferred.

38.6 Starting wages for new hires, depending on certification, and base wage for Class A Firefighter effective the first payroll of 2022 and annual wage adjustments shall be as illustrated in the table at the end of this Article.

38.7 Pay shall be distributed via direct deposit. Direct deposit shall be mandatory for all members of the bargaining unit.

38.8 In recognition of the extraordinary service during the past pandemic, the City will make a one-time payment as follows:

The City shall pay the sum of five hundred dollars (\$ 500.00) to each bargaining unit member having two (2) years of service as of 12-31-21 who remain employed as of the date of ratification of this Agreement.

The City shall pay the sum of two hundred fifty dollars (\$ 250.00) to each bargaining unit member having less than two (2) years of service as of 12-31-21 who remain employed as of the date of ratification of this Agreement.

Said payment shall be made in the first pay period commencing after ratification of this Agreement.

2022-2024 AGREEMENT BETWEEN IAFF LOCAL 327 AND CITY OF SANDUSKY

INTERNATIONAL ASSOC OF FIRE FIGHTERS - WAGES

CODE/RNG/STP					JAN 2022	JAN 2023	JAN 2024
				% OF CLASS B FIREFIGHTER	2.00%	3.00%	2.00%
FIREFIGHTER		ANNUAL	New hire-No training	66.517%	\$ 43,302	\$ 44,601	\$ 45,493
		BIWEEKLY			1,665.45	1,715.41	1,749.72
	6000 19 A (80)	HOURLY		40 HR	20.8181	21.4427	21.8715
	6510 19 A (102)			51 HR	16.3279	16.8178	17.1542
FIREFIGHTER		ANNUAL	New hire-has f/f or paramedic cert	69.524%	\$ 45,259	\$ 46,617	\$ 47,549
		BIWEEKLY			1,740.74	1,792.96	1,828.82
	6000 19 B (80)	HOURLY		40 HR	21.7592	22.4120	22.8603
	6510 19 B (102)			51 HR	17.0661	17.5781	17.9296
FIREFIGHTER		ANNUAL	New hire-has f/f and paramedic cert	83.275%	\$ 54,211	\$ 55,837	\$ 56,954
		BIWEEKLY			2,085.03	2,147.59	2,190.54
	6100 20 A (80)	HOURLY		40 HR	26.0629	26.8449	27.3818
	6550 20 A (102)			51 HR	20.4415	21.0548	21.4759
FIREFIGHTER		ANNUAL	Automatic after 2 yrs		65,099	\$ 67,052	\$ 68,393
		BIWEEKLY			2,503.79	2,578.91	2,630.49
	6100 20 B (80)	HOURLY		40 HR	31.2974	32.2364	32.8812
	6550 20 B (102)			51 HR	24.5470	25.2835	25.7892
				CLASS DIFFERENTIAL			
LIEUTENANT		ANNUAL		13%	\$ 73,562	\$ 75,768	\$ 77,284
		BIWEEKLY			2,829.29	2,914.17	2,972.45
	6200 21 B (80)	HOURLY		40 HR	35.3661	36.4272	37.1557
	6650 21 B (102)			51 HR	27.7381	28.5703	29.1417
CAPTAIN		ANNUAL		13%	\$ 83,124	\$ 85,618	\$ 87,331
		BIWEEKLY			3,197.09	3,293.01	3,358.87
	6300 22 B (80)	HOURLY		40 HR	39.9636	41.1627	41.9859
	6750 22 B (102)			51 HR	31.3440	32.2845	32.9301
BATTALIAN CHIEF		ANNUAL		13%	\$ 93,930	\$ 96,749	\$ 98,684
		BIWEEKLY			3,612.71	3,721.10	3,795.52
	6400 23 B (80)	HOURLY		40 HR	45.1589	46.5138	47.4440
	6850 23 B (102)			51 HR	35.4187	36.4814	37.2110
Working Out of Class Rate - Firefighter working as Lieutenant:					3.1911	3.2868	3.3525
Working Out of Class Rate -Lieutenant working as Captain:					3.6059	3.7142	3.7884

ARTICLE 39

LONGEVITY

- 39.1 As a means of rewarding employees for loyal service and to serve as an incentive for retaining those employees, the Employer will pay to the employees who have completed three (3) full years of continuous service as of December 1 of each calendar year, the following amounts:

1-5 years	\$25.00 per year
6-11 years	\$35.00 per year
12-17 years	\$50.00 per year
18 and over	\$65.00 per year

- 39.2 The amount shall be included in the payroll period that includes the 22nd pay period.

ARTICLE 40

SEVERABILITY

- 40.1 This Agreement is subject to the City Charter and all applicable Federal and State laws, or judicial decisions interpreting them. In event any provision of this Agreement is found to be contrary to the above by a court, tribunal, or official of competent jurisdiction, it shall be of no further force and effect. The parties will meet, within a reasonable amount of time, to discuss any such invalidated provision(s).
- 40.2 This Agreement shall in no way abrogate, suspend, waive or violate any of the provisions set forth in Chapter 4117 of the Ohio Revised Code as to any rights, privileges or duties of the exclusive employee representative or the Employer.

ARTICLE 41

WAIVER IN CASE OF EMERGENCY

- 41.1 In cases of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Sandusky, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:
- A. Time limits for the Union's or the management's replies on grievances;
 - B. All rules and regulations and/or agreements and practices relating to the assignment of all employees.
- 41.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 42

DURATION OF AGREEMENT

- 42.1 This Agreement shall remain in full force and effect from January 1, 2022 until December 31, 2024 unless otherwise terminated as provided herein.
- 42.2 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 to the expiration day, not later than ninety (90) calendar 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) calendar weeks upon receiving notice of intent.
- 42.3 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 the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- 42.4 This Agreement constitutes the entire Agreement between the parties, and all other Agreements either written or oral are hereby cancelled.
- 42.5 However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

ARTICLE 43

WORKING OUT OF CLASSIFICATION

- 43.1 If a firefighter works for at least one (1) hour during any twenty-four (24) hour shift as an Acting Lieutenant, he or she shall be paid for that period at the higher rate of pay for each hour worked in that capacity. The Fire Chief shall decide assignment based on established guidelines administered by the Fire Chief or his/her designee.
- 43.2 For illness, injury, etc., to a Battalion Chief that results in him/her missing ten (10) consecutive twenty-four (24) hour duty shifts, the Captain would become the Acting Battalion Chief at the Battalion Chief's rate of pay and carry out all duties of that rank until the Battalion Chief returns to duty.
- When a vacancy exists at the Battalion Chief level that necessitates promotional testing to fill the position, the affected Captain will be made Acting Battalion Chief at the Battalion Chief's rate of pay and carry out all duties of that rank immediately.
- 43.3 If a Lieutenant works for at least one (1) hour during any twenty-four (24) hour shift as an Acting Captain/Shift Commander, he or she shall be paid for that period at the higher rate of pay for each hour worked in that capacity. The Fire Chief shall decide assignment based on established guidelines administered by the Fire Chief or his/her designee.
- 43.4 If a certified promotional eligibility list expires that list shall be used to establish a Working Out of Classification ("WOC") list for that rank until the new eligibility list for that rank is certified. Seniority in rank shall only be used to fill a WOC when there are no available individuals on a current promotional eligibility list or WOC list.

ARTICLE 44

DRUG FREE WORKPLACE

- 44.1 The parties to this Agreement acknowledge that, pursuant to Federal Law, the City of Sandusky has established a policy of maintaining itself as a Drug Free Workplace. Pursuant to said policy, therefore, the parties agree:
- A. That the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance in the workplaces of the City of Sandusky is prohibited;
 - B. That as a condition of employment with the City of Sandusky, employees of the City of Sandusky will abide by the policy set out in item A above, and will also notify the City of Sandusky of any criminal drug statute conviction for a violation occurring in the workplace, and that said notification shall be made within a period of five (5) days after said conviction;
 - C. That an employee who violates the requirements of this Section shall be subject to reasonable disciplinary action and, in addition to such disciplinary action, the City of Sandusky may mandatorily refer violators who have engaged in substance abuse to the Employer's Assistance Program for diagnosis and treatment at the Employer's expense;
 - D. That the City of Sandusky shall provide notice of the content of this policy to each employee;
 - E. To the adoption of the City of Sandusky's Drug-Free Workplace Policy which is incorporated herein and attached hereto as Appendix D. The parties further agree that members of the bargaining unit shall be subject to all terms and conditions of the Drug-Free Workplace Policy and shall be subject to Random Drug Testing. The Random Drug Testing program shall be administered in accordance with the Drug-Free Workplace Policy.

ARTICLE 45

PROMOTIONAL TESTING

- 45.1 The Union and the Employer agree that, except as modified herein, promotions within the Fire Service shall be governed by local Civil Service Rules and the Ohio Revised Code as they currently exist or as they are from time to time amended.
- 45.2 The Union and the Employer agree that the Employer shall determine the method of testing or review for vacant positions. Testing shall include a written test and may include structured oral examinations, which the scoring will be weighted 50% - 50% between the written and oral examination. Testing shall be administered by a qualified assessment center. The assessor shall be selected from a list established by a Joint Labor-Management Committee. If the Employer utilizes an assessment center in the administration of an examination, the Union and the employees will be notified in the notice of the examination of such.
- 45.3 Written promotional exams shall be administered for the position of Lieutenant every two years sixty (60) days prior to the expiration of the current list. The Employer shall provide at least sixty (60) days advance notice of the exam.

ARTICLE 46

LAYOFF AND RECALL

- 46.1 The Employer may layoff bargaining unit employees and/or abolish positions due to lack of funds, lack of work or reorganization of the department. The Employer shall notify the Union and affected bargaining unit members at least fifteen (15) calendar days in advance of such layoffs. Upon request, the Employer shall meet with the Union to discuss the impact of the layoffs on the bargaining unit.
- 46.2 Layoffs shall be based on an employee's seniority with the Employer. In the event layoffs include officer positions, the least senior officers based on seniority within the affected classification(s) shall be subject to layoff. An officer who is subject to layoff under this Article shall have the right to displace a less senior employee based on length of service with the Sandusky Fire Department in the next lower rank or in successively lower ranks if applicable.
- 46.3 An employee who is laid off from the Employer shall be entitled to pay out of all earned but unused vacation leave (with at least one year of service), compensatory time and pro-rated holiday pay.
- 46.4 An employee who is laid off retains his/her right to reinstatement for two (2) years from the date of his/her layoff. Employees shall be recalled, if applicable, in the inverse order of their layoff provided they are presently qualified to perform the work for which they are recalled.
- An employee who is demoted from his/her position as a result of a layoff or job abolishment has a right to reinstatement to his/her former position for up to three (3) years from the date of such demotion. The Employer shall not fill any bargaining unit positions through testing until all employees on the recall list(s) have been offered the opportunity to be reinstated to their former position.
- 46.5 Notice of recall shall be sent by certified mail to the last mailing address provided by the employee. The employee shall have ten (10) calendar days following the date of the recall notice to inform the Employer of his/her intention to return to work. Bargaining unit employees shall have fifteen (15) calendar days from the date of the recall notice to return to work unless the parties agree to other arrangements.
- 46.6 Bargaining unit employees who are laid off and later reinstated under this Article shall retain the seniority they had at the time of the layoff, but shall not be given credit for the time spent on layoff status.
- 46.7 The parties agree that layoffs or demotion under this Article may only be challenged through the grievance/arbitration provision of this Agreement. The Sandusky Civil Service Commission shall have no authority to review layoffs or demotions of bargaining unit members.

ARTICLE 47

FIRE DEPARTMENT STAFFING

47.1 To address staffing concerns and provide for the safety of the Firefighters and the citizens of the City of Sandusky, the City shall maintain a staffing level of forty-eight (48) bargaining unit members employed in emergency response positions (twenty-four [24] hour shift positions).

47.2 In the event a permanent vacancy drops the emergency response staffing below forty-eight (48) bargaining unit members, the City shall fill the vacancy within ninety (90) days of the vacancy occurring. In the event of circumstances that prevent the City from filling the vacancy within the 90-day period, the Union and the City may agree to extend the 90-day period to a specific date. The Union shall not unreasonably withhold an agreement on an extension. The City shall not unreasonably delay filling the vacancy.

The City shall initially have until December 31, 2022 to satisfy the staffing required by this Article.

47.3 The above minimum staffing requirement shall be temporarily waived upon the following conditions: (1) the City has already laid off seasonal, part-time, and 5.0% of the total full-time non-safety service employees (as calculated at the time of the full-time layoffs); and (2) the City's total General Fund balance, including reserve funds, as of the date the City issues notice of layoff or abolishment for any IAFF Local 327 bargaining unit member or position, is less than 15.0% of the total available cash balance (General Fund and reserve funds) divided into total General Fund expenditures, compared to the same date twelve (12) months prior; and (3) the combined revenues of the City's tax revenue (income, admissions, lodging, parking, boat, dock, property, regardless of the fund deposited) plus revenues from fees and charges for services, as of the effective date the City issues notice of layoff or abolishment for any IAFF Local 327 bargaining unit member or position, have decreased by 10.0% compared to the same date twelve (12) months prior.

Any layoff or abolishment of a bargaining unit member/position shall be in accordance with the terms of Article 46 except as otherwise expressly stated in this Article.

The temporary waiver of the minimum staffing requirement shall remain in effect until any laid off City employee is recalled, or new employee is hired (seasonal, part-time, full-time), at which point the above minimum staffing requirement shall be effective.

2022-2024 AGREEMENT BETWEEN IAFF LOCAL 327 AND CITY OF SANDUSKY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2022.

FOR THE EMPLOYER

Dick Brady, Commission President

Eric Wobser, City Manager

Michelle Reeder, Finance Director

Mario D'Amico, Fire Chief

Approved as to Form and Correctness:

Brendan Heil, Law Director

FOR IAFF

James Snyder, President IAFF 327
Negotiation Committee

Jack Felter, Vice-President IAFF 327
Negotiation Committee

John Secue, Secretary/Treasurer IAFF 327
Negotiation Committee

Chris Bodle, IAFF Negotiator
Negotiation Committee

Matt Cox, IAFF Negotiator
Negotiation Committee

Dana Portentoso, IAFF Negotiator
Negotiation Committee

Jacob Wooten, IAFF Negotiator
Negotiation Committee

Date Signed: _____

Appendix A
FMLA Policy

**POLICY OF
THE CITY OF SANDUSKY
ON THE FAMILY MEDICAL LEAVE ACT**

I. POLICY

It is the policy of the City of Sandusky that employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993 (FMLA).

A. Definitions

As used in this policy, the following terms and phrases shall be defined as follows:

1. Family and/or Medical Leave of Absence – an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - (a) upon the birth of an employee's child and in order to care for the child;
 - (b) upon the placement of a child with an employee for adoption or foster care;
 - (c) when an employee is needed to care for a family member who has a serious health condition; or
 - (d) when an employee is unable to perform the functions of his/her position because of the employee's own serious health condition.
2. Per Year – a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City of Sandusky will compute the amount of leave the employee has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee used four weeks of FMLA leave beginning February 4, 1996, and four weeks beginning June 1, 1996, and four weeks beginning December 1, 1996, the employee would not be entitled to any additional leave until February 4, 1997.
3. Serious Health Condition – any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care
 - b. Any period of incapacity of more than three (3) calendar days that Also involves:
 - (1) two (2) or more treatments by a health care provider; or
 - (2) treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider

- c. Any period of incapacity due to pregnancy or for prenatal care
 - d. A chronic serious health condition which
 - (1) requires periodic visits for treatment to a health care provider;
 - (2) continues over an extended period of time; and
 - (3) may be periodic rather than a continuing incapacity
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer's disease, etc.)
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three (3) days at a later date without medical intervention at the present time (i.e. chemotherapy for cancer, dialysis for kidney disease, etc.)
4. Licensed Health Care Provider – a doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and other as specified by law.
5. Family Member – as defined in the sick leave ordinance or as per union contract.

B. Leave Entitlement

1. To be eligible for leave under this policy, an employee must meet all of the following conditions:
- (a) The employee must have worked for the City of Sandusky for at least twelve (12) months, or fifty-two (52) weeks. The twelve (12) months, or fifty-two weeks (52) weeks, need not have been consecutive; and
 - (b) The employee must have worked at least 1250 hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin; and
 - (c) The employee must work at a location where the City of Sandusky employs fifty (50) or more employees within a seventy-five (75) mile radius.
2. The entitlement to FMLA leave for the birth or placement for adoption or foster care of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.
3. Spouses who are both employed by the City of Sandusky are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, or for the care of a family member with a serious health condition.
4. An employee may only take FMLA leave because of his/her own serious health condition if such condition renders the employee unable to perform the functions of the his/her position.

C. Use Of Leave

1. The provisions of this policy shall apply to all family and medical leaves of absence as follows:

(a) Generally

- (1) Whether the leave is paid, unpaid, or a combination of both, an employee is only entitled to a total of twelve (12) weeks of leave under the FMLA. If an employee has accrued paid leave, the employee must use such accrued paid leave, as set forth below:
 - Shall take accumulated sick time and upon its expiration
 - Shall take vacation time and upon its expiration
 - Shall take accumulated personal and/or Kelly days, upon its expiration
 - The employee may elect to use accumulated comp time
 - And the remainder of the twelve (12) weeks shall be unpaid leave
- (2) Employees will be required to exhaust all accumulated leave as allowed by law prior to being granted leave without pay for FMLA leave requests. In addition, any time off that may, by law, be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

(b) FMLA Leave Use for Birth of an Employee's Child

- (1) An employee who is taking leave for the birth of the employee's child must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy, the employee will also be required to exhaust all of the employee's sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. [Note: see number (5) below for information on disability leaves.]

(c) FMLA Leave Use for Placement of a Child for Adoption or Foster Care

- (1) An employee who is taking leave for the placement of a child with him/her for adoption or foster care must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(d) FMLA Leave Use Because of the Employee's Own Serious Health Condition or the Serious Health Condition of a Family Member

- (1) An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all available accrued paid vacation, personal and sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(e) FMLA Leave and Disability / Workers' Compensation Plans or Programs

- (1) An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for either temporary disability or workers' compensation. Regardless of whether or not an employee is on either program, the City of Sandusky may designate the absence as FMLA leave and count it against the employee's twelve (12) week FMLA

entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these are compensated absences, if the employee participates in such a program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.

- (2) Disability leave for the birth of a child is considered FMLA leave for a serious health condition of the employee and will be counted against the employee's twelve (12) week FMLA entitlement. As described above, because the leave pursuant to a temporary disability is compensated, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.

D. Procedures for Requesting FMLA Leave

- (1) Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the City of Sandusky receives notice.
- (2) Requests for FMLA leave must be submitted on a standard leave form prescribed by the City of Sandusky. The City of Sandusky will determine whether the leave qualifies as FMLA leave, designate it as leave that counts against the employee's twelve (12) week entitlement, if appropriate, and notify the employee that the leave has been designated as FMLA leave.
- (3) When a request is made for a foreseeable FMLA leave due to a serious health condition of either the employee or a member of the employee's family which involves planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the operations of the City of Sandusky, subject to the approval of the health care provider of the employee or the employee's family member.

E. Certification of Need for FMLA Leave

- (1) An employee requesting FMLA leave due to a serious health condition of the employee or his/her family member must provide a doctor's certification of the serious health condition. Such certification shall be submitted at the time FMLA leave is requested, or when the need for leave is not foreseen, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation as required by the City of Sandusky at the time FMLA leave is requested.
- (2) The City of Sandusky, in its discretion, may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the City of Sandusky. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the City of Sandusky. If the first and second opinion differ, the City of Sandusky, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City of Sandusky and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

- (3) Employees who request and are granted FMLA leave due to a serious health condition of the employee or his/her family member may be required to submit periodic written reports to the City of Sandusky, in order to assess the continued qualification for FMLA leave.
- (4) The City of Sandusky may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.) or if the City of Sandusky receives information that casts doubt on the employee's stated reason for the absence.
- (5) The employee must provide the requested additional reports to the City of Sandusky within fifteen (15) days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. Any costs associated with the additional reports requested by the City of Sandusky shall be at the employee's expense.

F. Intermittent / Reduced Schedule Leave

- (1) When medically necessary, an employee of the City of Sandusky may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition of the employee or a serious health condition of an employee's family member. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee. In all cases, the FMLA leave granted to any employee shall not exceed a total of twelve (12) weeks per year.

Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable.

- (2) To be entitled to leave on an intermittent or reduced schedule basis, the employee must, at the time such leave is requested, submit additional certification as prescribed by the City of Sandusky which establishes the medical necessity for such intermittent or reduced schedule leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts which support the medical necessity for taking FMLA leave on an intermittent or reduced schedule. The employee must meet with his/her supervisor and/or the Director of Administrative Services to discuss the intermittent or reduced schedule leave.
- (3) An employee who requests and is granted FMLA leave on a intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.
- (4) An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the City of Sandusky.

G. Employee Benefits

- (1) Except as provided below, while an employee is on FMLA leave, the City of Sandusky will continue to pay the employer portion premiums for any life, medical, vision, and dental insurance benefits which the employee receives through the City of Sandusky, under the same terms and conditions as if the employee had continued to work throughout the leave. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- (2) The City of Sandusky will not continue to pay the employer portion of premiums for any life, medical care, vision and dental insurance benefits which the employee receives through the City of Sandusky, if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums, if any, or, if the employee's payment for his/her portion of the premium is late by more than thirty (30) days.
- (3) If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.
- (4) If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the City of Sandusky may seek reimbursement from the employee for any amounts paid by the City of Sandusky for insurance benefits which the employee received through the City of Sandusky during any period of unpaid FMLA leave.
- (5) Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.
- (6) FMLA leave, whether paid or unpaid, will not constitute a break in service credit for employees of the City of Sandusky. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee previously held immediately prior to the commencement of FMLA leave. Service credit shall continue to accrue during periods of paid FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leave times (i.e., vacation, holiday, personal and sick leaves) will not accrue during any period of unpaid FMLA leave.

H. Reinstatement

- (1) An employee on FMLA leave must give the City of Sandusky at least two (2) business days notice of his/her intent to return to work, regardless of the employee's anticipated date of return.
- (2) Most employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave.
- (3) Upon request for reinstatement, if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility and authority and which carries equivalent status, pay, benefits and other terms and conditions of employment as the position

the employee occupied prior to taking FMLA leave. The determination as to whether a position is an “equivalent position” will be made by the Director of Administrative Services.

- (4) An employee of the City of Sandusky will not be laid off as a result of exercising his/her right to take FMLA leave. However, the City of Sandusky will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the City of Sandusky, the employee would not otherwise be employed in the City of Sandusky at the time reinstatement is requested.
- (5) An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during his/her FMLA leave period.
- (6) Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee’s health care provider that the employee is able to resume work.
- (7) In the event that at the end of twelve continuous months, the employee is still unable to return to work, this shall constitute abandonment of his/her position and the City of Sandusky may declare the employee’s job vacant.

I. Records

- (1) All records relative to FMLA leave will be maintained by the City of Sandusky as required by law. Any medical records accompanying FMLA requests will be kept separate from an employee’s regular personnel files.
- (2) To the extent permitted by law, medical records related to FMLA leave shall be kept confidential.

DATE ISSUED

REQUEST FOR FAMILY / MEDICAL LEAVE

TO: Director, Administrative Services

FROM: _____
Employee Name

DATE: _____

DEPARTMENT: _____

I _____ hereby request the use of FMLA leave beginning on _____, 20____ at _____ (a.m.) (p.m.) and ending on _____, 20____ at _____ (a.m.) (p.m.) I understand that falsification of any information on this form shall be classified as misconduct. I request this leave for the following reason:

- ☐ Birth of employee's child and in order to care for child
- ☐ Placement of a child with employee for adoption or foster care
- ☐ Care for a family member who has a serious health condition
- ☐ Employee is unable to perform the essential functions of his/her job because of a serious health condition

Employee's Signature

Department Head Signature

****A doctor's certification must be filed at the time of this request****

You are ☐ eligible ☐ not eligible for leave under the FMLA leave policy. This requested leave ☐ will ☐ will not be counted against your twelve-week entitlement. The Policy of The City of Sandusky on the Family Medical Leave Act will be followed in administering this leave.

APPROVED:

APPROVED:

Director Administrative Services

City Manager

COPY:

☐ Finance Department ☐ Employee ☐ Division/Department Head ☐ Manager

Appendix B

Health and Life Insurance Benefit Plan

**CITY OF SANDUSKY
Non-Grandfathered
Employee Benefit Plan**

EFFECTIVE DATE

January 1, 2016

REVISED DATE

June 1, 2021

**FOR COVERAGE INQUIRIES OR
TO CONTACT THE CLAIMS ADMINISTRATOR:**

MUTUAL HEALTH SERVICES

P.O. Box 5700

Cleveland, Ohio 44101

Phone: (330) 666-0337 or

1-800-367-3762 National Toll Free

**SCHEDULE OF BENEFITS - BUY-UP PLAN
COMPREHENSIVE MAJOR MEDICAL BENEFITS**

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum Unlimited

Network (PPO Network Providers)

Calendar Year Deductible:

Per Individual \$100.00
Per Family \$200.00

After the Deductible is met all eligible charges will be paid at 90% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including any applicable Copayments, Deductible and Coinsurance):

Per Individual \$350.00
Per Family \$700.00

Non-Network (Non-PPO Network Providers)

Calendar Year Deductible:

Per Individual \$100.00
Per Family \$300.00

After the Deductible is met all eligible charges will be paid at 80% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Copayments, Deductible and Coinsurance):

Per Individual \$1,000.00
Per Family \$2,000.00

Network and Non-Network do not Cross Apply

COVERED SERVICES for the BUY-UP PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Emergency Services</u>		
Emergency Room (Medical/Accident) (Copay waived if admitted).....	\$75 Copay then 90% no Deductible	
Emergency Room (Medical/Accident) Ancillaries and Physician.....	90% no Deductible	
Non-Emergency Room (Including Ancillaries and Physician).....	\$75 Copay no Deductible in or out of Network: then 90%	\$75 Copay then 80%
<u>Inpatient Services</u>		
Anesthesia.....	90%	90%
Consultations.....	90%	80%
Newborn Care.....	90%	80%
Institutional Services (precertification is required)	90%	80%
Physical Medicine and Rehabilitation	90%	80%
Professional Services (inpatient Physician visits only).....	90%	inpatient-90% all other places of service-80%
Skilled Nursing Facility	90%	80%
Surgical Services (inpatient surgery).....	90%	80%
<u>Mental Illness, Alcoholism and Drug Abuse</u>		
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
<u>Office Visit (Illness/Injury)</u>		
Physician/Specialist Office Visit/Consultations.....	\$15 Copay the 100% no Deductible	80%
Exam only. Including Scheduled Telemedicine Services.		
On-Demand, Virtual Telemedicine Services.....	\$15 Copay the 100% no Deductible	80%
Urgent Care Provider Office Visits.....	\$15 Copay then 100% no Deductible	80%
Includes facility. Urgent Care Related Services will be paid based on the services rendered.		
<u>Outpatient Services</u>		
Allergy Testing.....	90%	90%
Allergy Treatment.....	90%	80%
Diagnostic Imaging/Lab/Medical Tests/X-ray.....	90%	90%

COVERED SERVICES for the BUY-UP PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Outpatient Services continued</u>		
Diabetic Education and Training only.....	100% no Deductible	100%
Professional only; limited to 2 visits per Covered Person per Benefit Period or as otherwise required by PPACA		
Home Health Care.....	90%	90%
Pre-Admission Testing.....	90%	90%
Surgical Services- Anesthesia.....	90%	90%
Surgical Services.....	90%	80%
Assistant surgeon, surgery professional and surgical facility		
Surgical Services – Oral surgery (accidental injury only).....	90%	80%
<u>Outpatient Therapy</u>		
Cardiac Rehabilitation.....	90%	80%
Chemotherapy and Radiation Therapy.....	90%	80%
Chiropractic.....	\$15 Copay the 100% no Deductible	80%
Dialysis Treatment.....	90%	80%
Hyperbaric, Respiratory and Pulmonary Therapy.....	90%	80%
Physical, Occupational and Speech Therapy.....	90%	80%
<u>Preventive/Wellness</u>		
Health Care Reform Preventive Benefits.....	100% no Deductible	80%
		Unless otherwise specified below
Women's Preventive Health Benefits.....	100% no Deductible	80%
		Unless otherwise specified below
Immunizations (required by PPACA).....	100% no Deductible	80%
Immunizations (not required by PPACA).....	90%	80%
Medically Necessary Immunizations: rabies, tetanus toxoid, meningococcal polysaccharide-conjugate and H1N1 vaccine administration-Medically Necessary only		
Physical Exam.....	100% no Deductible	80%
Age 21 and over; 1 per Benefit Period maximum		
Prostate Exam (no Deductible in or out of Network).....	100%	100%
Bone Density Tests (females, all ages).....	100% no Deductible	100%

COVERED SERVICES for the BUY-UP PLAN

<u>Subject to Deductible unless otherwise stated:</u>	<u>Percentage Payable</u>	
	<u>Network</u>	<u>Non-Network</u>
<u>Preventive/Wellness continued</u>		
Endoscopic Services.....	100% no Deductible	100%
Lab, Medical Tests and X-rays (no Deductible in or out of Network).....	100%	100%
Mammogram (no Deductible in or out of Network).....	100%	100%
All ages; 1 per Benefit Period maximum		
Pap Tests (no Deductible in or out of Network).....	100%	100%
All ages; 1 per Benefit Period maximum		
PSA Tests (no Deductible in or out of Network)	100%	100%
Standard Tests (no Deductible in or out of Network).....	100%	100%
Including one each per Benefit Period: chest x-ray, complete blood count, comprehensive metabolic panel, EKG and urinalysis		
Cholesterol Tests (all ages) (no Deductible in or out of Network).....	100%	100%
<u>Well Child Care (birth to age 21)</u>		
Well Child Care- Exams and Immunizations.....	100% no Deductible	80%
Well Child Care- Hearing and Vision Exams.....	100% no Deductible	100%
Vision Exams include refractions		
Well Child Care- Labs (no Deductible in or out of Network).....	100%	100%
<u>Additional Services</u>		
Abortions (spontaneous miscarriages and therapeutic only).....	90%	90%
Ambulance.....	90%	80%
Autism Spectrum Disorders.....	Benefits are paid based on services rendered	
Applied Behavioral Analysis (ABA) is not covered		
Durable Medical Equipment.....	90%	80%
Including: Wigs (cranial prosthetics) (1 wig per Covered Person per Lifetime Maximum) and Bra following mastectomy (2 bras per Benefit Period maximum if due to mastectomy)		
Gender Dysphoria Treatment.....	Benefits are paid based on the services rendered	
Hospice.....	90%	80%
Infertility Testing only.....	90%	80%
Medical Supplies (including jobst stockings- 2 pair/4 units per Benefit Period).....	90%	80%
Oral Accident.....	90%	80%
Organ Transplant.....covered under a separate Transplant Policy, services not covered under the separate policy will be covered as any other medical Condition under this Plan.		

COVERED SERVICES for the BUY-UP PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Additional Services continued</u>		
Private Duty Nursing.....	90%	80%
Sleep Disorder.....	Benefits are paid based on the services rendered	
Medically Necessary or Elective Sterilization.....	90%	90%
Therapeutic Injections.....	90%	80%
TMJ.....	100% no Deductible	80%
(surgical and non-surgical treatment- when received in other than a Physician's office)		

COVID-19 Coverage During the National Public Health Emergency (declared by HHS on January 31, 2020, effective January 27, 2020)

COVID-19 treatment will be paid at the in-network level of benefits, whether the services are rendered in network or out of network; all member cost sharing, as applicable, will apply. COVID-19 treatment does not include testing and the items and services related to the provider's associated visit as described below.

Coverage for COVID-19 testing, as well as any items and services related to the provider's associated visit, which may include a telehealth (also known as "telemedicine") visit, urgent care or emergency room visit, to determine whether the COVID-19 testing is required and to administer the test will be paid without any member cost sharing, prior authorization or medical management requirements.

Please refer to the provision entitled, "COVID-19 Coverage During The National Public Health Emergency" for more information.

PRESCRIPTION DRUG BENEFITS for the BUY-UP PLAN

Preventive Prescription Drugs in compliance with PPACA Plan pays 100%

Retail Copayment 30 day supply:

Generic.....	\$5.00
Formulary	\$15.00
Non-Formulary	\$25.00

Note: Coverage for maintenance medications require a 90 day fill at either a Retail Network Pharmacy (all pharmacies in the Kroger network; but not limited to only Kroger pharmacies) or through Mail Order.

Retail Copayment 90 day supply for maintenance medications:

Generic.....	\$5.00
Formulary	\$15.00
Non-Formulary	\$25.00

Mail Order Copayment 90 day supply:

Generic.....	\$5.00
Formulary	\$15.00
Non-Formulary	\$25.00

Specialty Prescription Drugs 30 day supply\$125.00

Specialty360* Copay Assistance Program.....30% of the total cost of the specialty product
 Specialty 360* Copays: \$115/ \$125/ \$150/ \$153/ \$184/ \$261/ \$276/ \$288/ \$369/ \$384/ \$423/
 \$461/ \$480/ \$500/ \$553/ \$576/ \$692/ \$769/ \$846/ \$923/ \$961/ \$1,000/ \$1,076/ \$1,153/ \$1,230/
 \$1,343/ \$1,500/ \$1,538/ \$1,846/ \$1,892/ \$1,923/ \$2,222/ \$2,418/ \$2,857/ \$3,115/ \$3,500/
 \$3,692/ \$3,037

Out-of-Pocket Maximum per Calendar Year:

Per Individual.....	\$6,250.00
Per Family	\$12,500.00

However, if a brand name Prescription Drug is purchased when a generic Prescription Drug is available and medically appropriate (as determined by the Covered Person's Physician), the difference between the cost of the generic and brand name Prescription Drug that the Covered Person pays is not counted toward the Out-of-Pocket Maximum.

Please note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other Prescriber indicates "dispense as written", you will pay the difference between the brand-name medication and the generic plus the brand Copayment.

*For Specialty360 Copay Assistance Program:

Listed Specialty Prescription Drugs

For certain Specialty Prescription Drugs, manufacturer Copay assistance may be available under the Specialty360 program administered by Kroger Prescription Plans, Inc. ("KPP"), the

pharmacy claims administrator for the Plan, and Kroger Specialty Pharmacy, the Plan's specialty pharmacy provider.

If a Covered Person is prescribed a Specialty Prescription Drug that qualifies for Copay assistance under the Specialty360 program, the Covered Person may choose to enroll in the drug manufacturer's Copay assistance program with KPP's assistance. If a Covered Person is enrolled in the drug manufacturer's Copay assistance program, some or all of the Copay shown above will be offset so that the Covered Person's actual cost will be reduced. The Copay percentage or dollar amount of the Copay varies based on the particular Specialty Prescription Drug. However, only the amount paid directly by the Covered Person is credited to the Covered Person's Out-of-Pocket Maximum. The portion of the Copay paid by the drug manufacturer is not credited to the Covered Person's Out-of-Pocket Maximum.

If a Covered Person does not enroll in the drug manufacturer Copay assistance program, the Covered Person will pay the full amount of the Copay percentage or dollar amount as shown in the Schedule of Benefits above for the Specialty Prescription Drug. In this case, the higher Copay amount will be applied to the Covered Person's Out-of-Pocket Maximum.

Other Prescription Drugs

Manufacturer Copay assistance programs or coupons may be available for Prescription Drugs other than those listed Specialty Prescription Drugs covered by the Specialty360 program. To the extent that any Covered Person utilizes a drug manufacturer's coupon or enrolls in a drug manufacturer's Copay assistance program that pays for all or some of the Covered Person's Copay for a Prescription Drug covered by the Plan, the portion of the Copay paid by the drug manufacturer will not be credited to the Covered Person's Out-of-Pocket Maximum.

Appendix C

Alternative Plan Offering

SCHEDULE OF BENEFITS - CORE PLAN
COMPREHENSIVE MAJOR MEDICAL BENEFITS

Precertification Review: Precertification review is required for all inpatient Hospital Confinements. For elective stays, certification is required at least 24 hours prior to admission. For emergency admissions, certification is required within 48 hours following admission.

All benefits will be based upon Allowed Amount

Overall Benefit Period Maximum..... Unlimited

Network (PPO Network Providers)

Calendar Year Deductible:

Per Individual \$1,000.00
Per Family..... \$2,000.00

After the Deductible is met all eligible charges will be paid at 80% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including any applicable Copayments, Deductible and Coinsurance):

Per Individual \$2,000.00
Per Family..... \$4,000.00

Non-Network (Non-PPO Network Providers)

Calendar Year Deductible:

Per Individual \$2,000.00
Per Family..... \$4,000.00

After the Deductible is met all eligible charges will be paid at 70% until the Out-of-Pocket Maximum has been satisfied.

Then: 100% payment on eligible charges thereafter for that Individual for the remainder of that Calendar Year.

Out-of-Pocket Maximum per Calendar Year (including the Copayments, Deductible and Coinsurance):

Per Individual \$4,000.00
Per Family..... \$8,000.00

Network and Non-Network do not Cross Apply

COVERED SERVICES for the CORE PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Emergency Services</u>		
Emergency Room (Medical/Accident).....\$150 Copay then 80% no Deductible (Copay waived if admitted)		
Emergency Room (Medical/Accident) Ancillaries and Physician.....	80% no Deductible	
Non-Emergency Room (Including Ancillaries and Physician).....\$150 Copay no Deductible in or out of Network: then 80%		\$150 Copay then 70%
<u>Inpatient Services</u>		
Anesthesia.....	80%	80%
Consultations.....	80%	70%
Newborn Care.....	80%	70%
Institutional Services (precertification is required)	80%	70%
Physical Medicine and Rehabilitation.....	80%	70%
Professional Services (inpatient Physician visits only).....	80%	inpatient-80% all other places of service-70%
Skilled Nursing Facility	80%	80%
Surgical Services (inpatient surgery).....	80%	70%
<u>Mental Illness, Alcoholism and Drug Abuse</u>		
In accordance with Federal Mental Health Parity requirements, this Plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.		
<u>Office Visit (Illness/Injury)</u>		
Physician Office Visit/Consultations.....\$20 Copay then 100% no Deductible Exam only. Including Scheduled Telemedicine Services.		70%
Specialist Office Visit/Consultations.....\$20 Copay then 100% no Deductible Exam only. Including Scheduled Telemedicine Services.		70%
On-Demand, Virtual Telemedicine Services.....\$20 Copay the 100% no Deductible		70%
Urgent Care Provider Office Visits.....\$20 Copay then 100% no Deductible Includes facility. Urgent Care Related Services will be paid based on the services rendered		70%
<u>Outpatient Services</u>		
Allergy Testing.....	80%	80%

COVERED SERVICES for the CORE PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Outpatient Services continued</u>		
Allergy Treatment.....	80%	70%
Diagnostic Imaging/Lab/Medical Tests/X-ray.....	80%	80%
Diabetic Education and Training only.....	100% no Deductible	100%
Professional only; limited to 2 visits per Covered Person per Benefit Period or as otherwise required by PPACA		
Home Health Care.....	80%	80%
Pre-Admission Testing.....	80%	80%
Surgical Services- Anesthesia.....	80%	80%
Surgical Services.....	80%	70%
Assistant surgeon, surgery professional and surgical facility		
Surgical Services – Oral surgery (accidental injury only).....	80%	70%
<u>Outpatient Therapy</u>		
Cardiac Rehabilitation.....	80%	70%
Chemotherapy and Radiation Therapy.....	80%	70%
Chiropractic.....	\$20 Copay then 100% no Deductible	70%
Dialysis Treatment.....	80%	70%
Hyperbaric, Respiratory and Pulmonary Therapy.....	80%	70%
Physical, Occupational and Speech Therapy.....	80%	70%
<u>Preventive/Wellness</u>		
Health Care Reform Preventive Benefits.....	100% no Deductible	70%
		Unless otherwise specified below
Women's Preventive Health Benefits.....	100% no Deductible	70%
		Unless otherwise specified below
Immunizations (required by PPACA).....	100% no Deductible	70%
Immunizations (not required by PPACA).....	80%	70%
Medically Necessary Immunizations: rabies, tetanus toxoid, meningococcal polysaccharide-conjugate and H1N1 vaccine administration-Medically Necessary only		
Physical Exam.....	100% no Deductible	70%
Age 21 and over; 1 per Benefit Period maximum		

COVERED SERVICES for the CORE PLAN

<u>Subject to Deductible unless otherwise stated:</u>	<u>Percentage Payable</u>	
	<u>Network</u>	<u>Non-Network</u>
<u>Preventive/Wellness continued</u>		
Prostate Exam (no Deductible in or out of Network).....	100%	100%
Bone Density Tests (females, all ages).....	100% no Deductible	100%
Endoscopic Services.....	100% no Deductible	100%
Lab, Medical Tests and X-rays (no Deductible in or out of Network).....	100%	100%
Mammogram (no Deductible in or out of Network).....	100%	100%
All ages; 1 per Benefit Period maximum		
Pap Tests (no Deductible in or out of Network).....	100%	100%
All ages; 1 per Benefit Period maximum		
PSA Tests (no Deductible in or out of Network)	100%	100%
Standard Tests (no Deductible in or out of Network).....	100%	100%
Including one each per Benefit Period: chest x-ray, complete blood count, comprehensive metabolic panel, EKG and urinalysis		
Cholesterol Tests (all ages) (no Deductible in or out of Network)	100%	100%
<u>Well Child Care (birth to age 21)</u>		
Well Child Care- Exams and Immunizations.....	100% no Deductible	70%
Well Child Care- Hearing and Vision Exams.....	100% no Deductible	100%
Vision Exams include refractions		
Well Child Care- Labs (no Deductible in or out of Network).....	100%	100%
<u>Additional Services</u>		
Abortions (spontaneous miscarriages and therapeutic only).....	80%	80%
Ambulance.....	80%	70%
Autism Spectrum Disorders.....	Benefits are paid based on services rendered	
Applied Behavioral Analysis (ABA) is not covered		
Durable Medical Equipment.....	80%	70%
Including: Wigs (cranial prosthetics) (1 wig per Covered Person per Lifetime Maximum) and Bra following mastectomy (2 bras per Benefit Period maximum if due to mastectomy)		
Gender Dysphoria Treatment.....	Benefits are paid based on the services rendered	
Hospice.....	80%	70%
Infertility Testing only.....	80%	70%
Medical Supplies (including jobst stockings- 2 pair/4 units per Benefit Period)....	80%	70%

COVERED SERVICES for the CORE PLAN

<u>Subject to Deductible unless otherwise stated:</u>	Percentage Payable	
	<u>Network</u>	<u>Non-Network</u>
<u>Additional Services continued</u>		
Oral Accident.....	80%	70%
Organ Transplant.....covered under a separate Transplant Policy, services not covered under the separate policy will be covered as any other medical Condition under this Plan.		
Private Duty Nursing.....	80%	70%
Sleep Disorder.....	Benefits are paid based on the services rendered	
Medically Necessary or Elective Sterilization.....	80%	80%
Therapeutic Injections.....	80%	70%
TMJ.....	90% no Deductible	70%
(surgical and non-surgical treatment- when received in other than a Physician's office)		

COVID-19 Coverage During the National Public Health Emergency (declared by HHS on January 31, 2020, effective January 27, 2020)

COVID-19 treatment will be paid at the in-network level of benefits, whether the services are rendered in network or out of network; all member cost sharing, as applicable, will apply. COVID-19 treatment does not include testing and the items and services related to the provider's associated visit as described below.

Coverage for COVID-19 testing, as well as any items and services related to the provider's associated visit, which may include a telehealth (also known as "telemedicine") visit, urgent care or emergency room visit, to determine whether the COVID-19 testing is required and to administer the test will be paid without any member cost sharing, prior authorization or medical management requirements.

Please refer to the provision entitled, "COVID-19 Coverage During The National Public Health Emergency" for more information.

PRESCRIPTION DRUG BENEFITS for the CORE PLAN

Preventive Prescription Drugs in compliance with PPACA Plan pays 100%

Retail Copayment 30 day supply:

Generic.....	\$10.00
Formulary	\$20.00
Non-Formulary	\$30.00

Note: Coverage for maintenance medications require a 90 day fill at either a Retail Network Pharmacy (all pharmacies in the Kroger network; but not limited to only Kroger pharmacies) or through Mail Order.

Retail Copayment 90 day supply for maintenance medications:

Generic.....	\$10.00
Formulary	\$20.00
Non-Formulary	\$30.00

Mail Order Copayment 90 day supply:

Generic.....	\$10.00
Formulary	\$20.00
Non-Formulary	\$30.00

Specialty Prescription Drugs 30 day supply \$350.00

Specialty360* Copay Assistance Program.....30% of the total cost of the specialty product
 Specialty 360* Copays: \$115/ \$125/ \$150/ \$153/ \$184/ \$261/ \$276/ \$288/ \$369/ \$384/ \$423/
 \$461/ \$480/ \$500/ \$553/ \$576/ \$692/ \$769/ \$846/ \$923/ \$961/ \$1,000/ \$1,076/ \$1,153/ \$1,230/
 \$1,343/ \$1,500/ \$1,538/ \$1,846/ \$1,892/ \$1,923/ \$2,222/ \$2,418/ \$2,857/ \$3,115/ \$3,500/
 \$3,692/ \$3,037

Out-of-Pocket Maximum per Calendar Year:

Per Individual.....	\$5,350.00
Per Family	\$10,700.00

However, if a brand name Prescription Drug is purchased when a generic Prescription Drug is available and medically appropriate (as determined by the Covered Person's Physician), the difference between the cost of the generic and brand name Prescription Drug that the Covered Person pays is not counted toward the Out-of-Pocket Maximum.

Please note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other Prescriber indicates "dispense as written", you will pay the difference between the brand-name medication and the generic plus the brand Copayment.

*For Specialty360 Copay Assistance Program:

Listed Specialty Prescription Drugs

For certain Specialty Prescription Drugs, manufacturer Copay assistance may be available under the Specialty360 program administered by Kroger Prescription Plans, Inc. ("KPP"), the

pharmacy claims administrator for the Plan, and Kroger Specialty Pharmacy, the Plan's specialty pharmacy provider.

If a Covered Person is prescribed a Specialty Prescription Drug that qualifies for Copay assistance under the Specialty360 program, the Covered Person may choose to enroll in the drug manufacturer's Copay assistance program with KPP's assistance. If a Covered Person is enrolled in the drug manufacturer's Copay assistance program, some or all of the Copay shown above will be offset so that the Covered Person's actual cost will be reduced. The Copay percentage or dollar amount of the Copay varies based on the particular Specialty Prescription Drug. However, only the amount paid directly by the Covered Person is credited to the Covered Person's Out-of-Pocket Maximum. The portion of the Copay paid by the drug manufacturer is not credited to the Covered Person's Out-of-Pocket Maximum.

If a Covered Person does not enroll in the drug manufacturer Copay assistance program, the Covered Person will pay the full amount of the Copay percentage or dollar amount as shown in the Schedule of Benefits above for the Specialty Prescription Drug. In this case, the higher Copay amount will be applied to the Covered Person's Out-of-Pocket Maximum.

Other Prescription Drugs

Manufacturer Copay assistance programs or coupons may be available for Prescription Drugs other than those listed Specialty Prescription Drugs covered by the Specialty360 program. To the extent that any Covered Person utilizes a drug manufacturer's coupon or enrolls in a drug manufacturer's Copay assistance program that pays for all or some of the Covered Person's Copay for a Prescription Drug covered by the Plan, the portion of the Copay paid by the drug manufacturer will not be credited to the Covered Person's Out-of-Pocket Maximum.

DENTAL BENEFITS

FOR COVERED PERSONS AGE 19 AND OVER:

All benefits will be based upon Dental Allowed Amount

Calendar Year Maximum (per Covered Person).....\$1,200.00

Calendar Year Deductible (per Covered Person).....\$25.00

Orthodontic Treatment Lifetime Maximum.....\$750.00
(per eligible Dependent after the end of the month in which the Dependent attains age 19 to 23 only)

Percentages Payable:

- | | | |
|------|----------------------------|---------------------------------|
| I. | Preventive Services | 100%, not subject to Deductible |
| II. | Essential Services..... | 80%, subject to Deductible |
| III. | Complex Services | 80%, subject to Deductible |
| IV. | Orthodontic Services | 60%, subject to Deductible |

FOR COVERED PERSONS UNDER AGE 19:

Calendar Year Deductible (per Covered Person).....\$25.00

For Dependents to the end of the month in which they attain age 19:

Non-Medically Necessary Orthodontic Treatment Lifetime Maximum.....\$750.00
per Covered Person

Medically Necessary Orthodontic Treatment Lifetime MaximumUnlimited*
per Covered Person

Retainer appliances billed separately from treatment are limited to one per arch in a lifetime.

Percentages Payable:

- | | | |
|------|---|---------------------------------|
| I. | Preventive Services | 100%, not subject to Deductible |
| II. | Basic Services | 80%, subject to Deductible |
| III. | Major Services | 80%, subject to Deductible |
| IV. | Non-Medically Necessary and Medically Necessary* Orthodontic Treatment..... | |
| | | 60%, subject to Deductible |

*Predetermination of Benefits is required for Medically Necessary Orthodontic Treatment

Out-of-Pocket Maximum per Calendar Year:

Any Copayments, Deductibles or Coinsurance that apply to this benefit will count toward the Network Out-of-Pocket Maximum shown in the Comprehensive Major Medical Benefits section of this Schedule. (There is no Out-of-Pocket Maximum for charges received from a Non-Network Provider.)

Please refer to the Dental Benefits section for types of service and maximums or limitations.

Appendix D

Drug Free Workplace Policy

DRUG FREE WORKPLACE

AND

DRUG TESTING/EAP PROGRAM

CITY OF SANDUSKY

REVISED: _____, 2004

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HISTORICAL OVERVIEW RELATED TO DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988 established that employers who are federal contractors with contracts of \$25,000.00 or more must provide and maintain a drug-free workplace by satisfying the following requirements.

1. Publishing a policy statement prohibiting the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace and specifying what actions will be taken against employees who violate the policy;
2. Establishing a drug-free awareness program to inform employees of the dangers of drug abuse in the workplace and of the availability of drug counseling, rehabilitation and the employee assistance program;
3. Providing employees working under the program with a copy of the policy.
4. Including in the policy statement a notice to employees that, as a condition of employment, they must abide by the policy and must notify the employer if they are convicted of a criminal drug offense occurring in the workplace within five days after the conviction;
5. Notifying the contracting agency...(NA)
6. Imposing sanctions (including, but not limited to, termination) on the convicted employee or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program; and
7. Making a good faith effort to maintain a drug-free workplace by satisfying the foregoing requirements.

HISTORICAL OVERVIEW RELATED TO COMMERCIAL VEHICLES

In 1984, Congress enacted the Motor Carrier Safety Act (49 U.S.C. app. 2501-2520). the regulations which followed this law, the Federal Motor Carrier Safety Regulations (FMCSR), provide safety guidelines for operating commercial motor vehicle including:

- a. Driver Qualification Requirements (49 CFR Part 391)
- b. Operating Rules (49 CFR part 392)
- c. Parts and Accessories (49 CFR part 393)
- d. Hours of Services (49 CFR part 395)
- e. Inspection, Repair, Maintenance (49 CFR part 396)

- f. Transportation of Hazardous materials: driving and parking rules (49 CFR part 397)

The Federal Highway Administration (FHWA) had regulatory authority over motor carriers. This law applied to private sector motor carriers.

In 1986, Congress passed the **Commercial Motor Vehicle Safety Act** that included Federal, State and local governments in the definition of employers (49 U.S.C. app. 2701 et. sig.). This act required the issuance of commercial driver's licenses to all drivers operating large commercial motor vehicles in interstate and intrastate commerce.

On October 28, 1991, President George Bush signed the **Omnibus Transportation Employee Testing Act of 1991** (Pub. L. 102-143, Title V). This act required the Department of Transportation (DOT) to prescribe regulations requiring testing of safety-sensitive employees in the aviation, highway, rail and transit industries for alcohol and controlled substance use.

The 1991 Act states:

All employers, including political subdivisions of the state, of operators of commercial motor vehicles (CMV) must establish and maintain programs to combat drug and alcohol abuse, including testing of commercial motor vehicle drivers for the use of alcohol and controlled substances.

The final rules issued February 15, 1994, 59 FR 7302, the Department of Transportation cited statistics gathered by the National transportation Safety Board indicating that thirty-three percent (33%) of the fatally injured CMV operators tested positive for alcohol or drugs. The National Safety Council estimates that one on-the-job accident is four (4) times more costly than one that occurs in a personal vehicle. An average cost to employers is \$168,000 for fatal accidents and \$6,900 for non-fatal accidents.

II. DRUG AND ALCOHOL POLICY

A. Purpose

1. The City recognizes that the ability of an employee to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote public safety, to provide employees who may be drug or alcohol dependent with an opportunity for treatment to be productive employees of the City, the City has this drug and alcohol policy. It is the purpose of this policy to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- a. Dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to employees, the general public, or other employees of the City;
 - b. Providing information through training regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs;
 - c. Providing assistance to an employee with drug or alcohol dependency problems; and
 - d. Disciplining an employee whose work performance is adversely affected by substance abuse or who fails to comply with the requirements of this Policy.
2. Recognizing that drug and alcohol abuse are treatable illnesses that should be dealt with initially by treatment and education, it is the City's desire to prevent and rehabilitate rather than terminate an employee that is alcohol and/or drug dependent when practicable. No employee will be discharged for voluntarily seeking assistance for a substance abuse problem; however, co-occurring work performance may result in disciplinary action up to and including termination.
3. All new employees and re-hired employees who drive City vehicles are subject to pre-employment testing. All new employees will receive a copy of this policy during their orientation. No employee shall be tested until a copy of this policy is provided to the employee.

B. Definitions

Alcohol use means the consumption of any beverage, mixture, or preparation, including a medication, containing alcohol.

Confirmation Test For alcohol testing means a second test, following a screening test with a result of more than 0.02 grams of the person's breath, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Controlled Substance means any illegal drugs and prescription medications or non-prescription medications.

Illegal Drugs means those substances listed in ORC 3719.41 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

Medical Review Officer (MRO) means a licensed physician responsible for receiving laboratory results generated by the City's controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

On-duty means all time while the employee is at work, attending training, or operating a city-owned vehicle.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol.

Screening test for alcohol means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional (SAP) means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under the Influence means the employee has consumed some alcohol and/or controlled substance, regardless of quantity.

III. Voluntary Request for Assistance

1. An employee may voluntarily enter rehabilitation prior to being required to submit to alcohol and controlled substance testing. An employee shall not be disciplined for voluntarily entering rehabilitation, provided the employee:
 - a. Agrees to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional (SAP) or physician involved;
 - b. Discontinues use of illegal drugs or misuse of alcohol;
 - c. Agrees to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City Manager and

- the Law Director or his or her designees, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;
- d. Completes any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty, at the employee's expense; and
 - f. However, an employee may still be subject to discipline up to and including termination for the underlining act caused by being under the influence of alcohol and/or drugs.
2. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his or her duties or whose continuance on active status would constitute a direct threat to property or safety.

IV. Prohibited Actions

Employees covered by this policy are prohibited from engaging in the following:

1. Reporting to duty or remaining on duty while having an alcohol concentration of greater than 0.02;
2. Reporting to duty or remaining on duty while under the influence of alcohol and/or a controlled substance;
3. Intentionally using a prescription medication contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug;
4. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs, unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job duties) or if the employee tests positive for controlled substances;

5. Possessing alcohol or illegal drugs while on duty;
6. Using alcohol or controlled substances (unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job) while on duty;
7. Using alcohol or a controlled substance for eight (8) hours following an accident in which the employee is required to submit to post-accident testing or until the employee undergoes post-accident testing, whichever occurs first;
8. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test; and
9. Failing to notify the City Manager and/or designee within three (3) working days of being arrested, charged, or convicted of a criminal or traffic offense involving drugs or alcohol. It is further understood that compliance with the notification required shall not prohibit appropriate discipline based upon the specific facts and circumstances.

V. Use of Medication

1. An employee is required to report to his or her Supervisor the use of any prescription or non-prescription medicines that may impair or interfere with the safe performance of the employee's job.
2. At the time any medication is prescribed to an employee, the employee shall ask the treating physician whether the medication will impair or interfere with the safe performance of the employee's job. The employee shall be required to produce a signed statement from the treating physician stating how the medication may impair the employee's ability to perform his/her job and/or interfere with the safe performance of the employee's job.
3. If it is determined by a licensed physician that the medication will impair or interfere with the safe performance of the employee's job, the City will adhere to federal and state regulations and local home rule in accordance with this policy.

VI. Post-Accident Testing

1. An employee shall be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash

involving a motor vehicle if as a result of the crash any person:

- a. Suffers bodily injury requiring off-site medical attention; or
 - b. Dies.
2. An employee may be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash:
 - a. A traffic citation is issued to the employee for a moving violation in connection with a vehicular crash;
 - b. A vehicle is damaged and the cost to repair is \$500.00 or more and/or some type of personal injury is sustained;
 - c. Non-vehicular property is damaged; or
 - d. The Supervisor has reasonable suspicion to believe the traffic crash was related to alcohol and or drugs.
 3. Employees other than the operator of the motor vehicle may be required to submit to drug and alcohol testing, if the performance of an employee, other than the operator, may have contributed to the accident.
 4. An employee who is subject to a post-accident test shall remain readily available for such test or shall be deemed to have refused to submit to testing. Unless emergency personnel transport the employee, a representative of the City shall transport the employee to the collection site.
 5. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain or render assistance in responding to the accident.
 6. Following the completion of the test, the employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.
 7. Following a positive alcohol or controlled substance test result, the employee shall be disciplined in accordance with this policy.

VII. Reasonable Suspicion Testing

1. The City may require an employee to submit to an alcohol and/or controlled substance test whenever it has **reasonable suspicion** to believe that an employee has violated the prohibitions of this policy. A Supervisor who has completed the City's drug and alcohol Supervisor training shall make the determination of reasonable suspicion.

2. Any of the following, alone or in combination, ***not all inclusive***, may constitute **reasonable suspicion**:
 - a. Odor of alcoholic beverage on breath
 - b. Slurred and/or thick speech
 - c. Staggered gait (Unsteady walking and movement)
 - d. Vertical and/or horizontal nystagmus
 - e. Abnormally constricted pupils which are non-responsive to light
 - f. Abnormally dilated pupils which are non-responsive to light
 - g. Loss of attention span under controlled conditions
 - h. Inability to comprehend under controlled conditions
 - i. Hallucinating
 - j. An accident involving City property, where there is reason to believe that employee impairment may have been a factor regardless of whether the accident meets the requirements for post-accident testing
 - k. Possession of alcohol on the job
 - l. Possession of an illegal drug
 - m. Possession of a prescription drug on the job without a valid prescription
 - n. Objective symptoms of drug usage identified by a trained medical practitioner or law enforcement officer.
3. Any Supervisor directing an employee to submit to an alcohol and/or controlled substance test shall give the employee a reasonable opportunity, prior to the test, to request the presence of, or to seek advice from a representative. The member and the employee's representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the Supervisor. The exercise of these rights shall not unreasonably delay the collection of the test sample. For alcohol tests, "unreasonable delay" means more than 20 minutes; for drug tests, "unreasonable delay" means more than 1 hour.
4. Any Supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing, on the form provided by the City, the facts constituting **reasonable suspicion** that the employee in question is under the influence of drugs or alcohol.
5. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.

6. The employee shall be placed on paid administrative leave pending the outcome of the reasonable suspicion testing.
7. If both the alcohol and controlled substance test results are negative, and no other work rule violation(s) have occurred, the employee shall be returned to his/her position. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.
8. The Supervisor shall arrange for the employee to be safely transported home after the employee has undergone or refused to submit to the reasonable suspicion testing.

VIII. Random Testing

1. Random testing will be performed for employees who drive the City's commercial motor vehicles (CMV) and operate or perform safety sensitive equipment.
2. At least twenty-five percent (25%) of employees annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year.
3. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall return to duty after providing the requested breath, urine, or blood samples.
4. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.

IX. Return-to-Duty Testing

1. Before an employee who has been found to be in violation of the prohibitions set out in policy, may return to duty, the employee must successfully undergo testing for alcohol and controlled substances. The results of the alcohol test or controlled substance test must be negative.
2. Any employee whose return to duty test results are greater than 0.00 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests shall be the responsibility of the employee at the time the test is administered and shall be subtracted from the employee's last pay.

X. Follow-up Testing

1. When an employee has been found to be in violation of the prohibitions set out in this policy, and the SAP has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of six (6) unannounced follow-up tests per twelve months for thirty-six (36) months or as directed by the SAP and as a condition of continued employment the employee shall follow the recommendations of the SAP.
2. Any employee whose follow-up test results are greater than 0.02 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests are the responsibility of the employee at the time the test is administered.

XI. Refusal to Submit to Test

1. Actions constituting a refusal to submit to a test include:
 - a. Failing to provide adequate breath for alcohol testing;
 - b. Failing to provide adequate urine for controlled substance testing;
 - c. Failing to provide a blood sample for controlled substance testing;
 - d. Engaging in conduct that clearly obstructs the testing procedure / process;
 - e. Failing to remain readily available for a post-accident test.
2. If an employee refuses to submit to any tests required by this policy, the employee's refusal shall be documented in writing. The employee shall be placed on administrative leave without pay pending a disciplinary hearing.
3. Refusal to submit to any tests required by this policy shall be treated as a positive result and insubordination and shall result in the employee's termination from employment.
4. Adding any substance to the test and/or body to manipulate the test shall result in termination.

XII. Testing Procedures

1. Both the collection site and laboratory performing testing under this policy shall be selected by the City and shall be done by a facility that meets the requirements of 49 CFR Part 40.
2. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall, upon request, be provided in writing to the employee subject to testing or the employee's representative (must have employee consent).
3. For controlled substance testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of testing(s) will be maintained by the collection site for review by the employee and/or employee's representative.
4. Employees have a right for a Representative to be present during the collection of samples, but the exercise of such right shall not unreasonably delay the collection of the sample and cannot interfere with any testing process. For alcohol tests, "unreasonable delay" means 20 minutes or more; for drug tests, "unreasonable delay" means 1 hour. Unreasonable delay of the test shall constitute a refusal. Prior to submitting a breath, urine or blood specimen, the employee will be required to sign a consent form.
5. Any refusals to conditions/procedures in this policy may result in discipline up to and including termination.
6. Employees will initially be requested to provide a urine sample for controlled substance testing. In the event that a urine sample cannot be produced or that a sufficient quantity cannot be produced, then the employee shall be required to submit a blood sample for controlled substance testing.
7. Tests for drugs shall use the screening test cut-off levels and the confirmation test cut-off levels for such drugs established by the testing laboratory in accordance with the standards established by this Policy or HHS standards, if any.
8. With regard to drug tests, if the test results are positive, and the employee has not offered an explanation to the Medical Review Officer (MRO)

sufficient to cause the MRO to consider the results negative, the Assistant City Manager or designee shall be notified and the Assistant City Manager or designee shall in turn contact the employee and the Department Head. The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the city within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this policy. If the employee does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the employee requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

9. An employee that tests positive shall be evaluated by a Substance Abuse Professional (SAP), and may not return to work until released to return to work by the SAP. The employee may be required to sign a release form allowing the SAP to release information regarding the employee's evaluation, treatment plan, and progress to the City. Refusal to sign the release shall be deemed a failure to cooperate and result in termination. Any costs associated with the evaluation and prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs. Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination.

XIII. Disciplinary Action

1. An employee, who violates any of the prohibitions listed in this policy, may be disciplined up to and including termination.
2. The City normally will not terminate an employee the first time he or she tests positive for drugs and/or alcohol, provided the employee:
 - a. Cooperates in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 40 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
 - b. Successfully completes all counseling, treatment or after-care of up to 12 months, recommended by the Substance Abuse Professional;
 - c. Discontinues and does not resume the use of illegal drugs, abuse

- of controlled substances, and misuse of alcohol;
 - d. Agrees to authorize persons involved in evaluation, counseling, diagnosing and treating the employee, to disclose to the City Manager, and the City Attorney or designees, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty; and
 - f. Agrees that during or after this last chance period in (5), above, if the employee tests positive again or otherwise violates this Policy the employee shall be terminated.
 - g. Nothing in this policy shall limit the City in imposing discipline, which may include random alcohol and/or drug testing, alcohol and/or drug counseling, suspension, or a combination up to and including termination, for gross or serious misconduct that may be coincident with an employee's improper use of drugs or alcohol.
- 3. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.
 - 4. An employee shall not be permitted to return to work until released to return to duty by the SAP. The employee may be required to apply for Family and Medical Leave in accordance with the procedures set forth in that policy. The employee will be permitted to apply for accumulated paid leave (e.g., sick, vacation, compensatory, personal, etc.) If no paid leave is available, the employee may apply for an unpaid leave of absence (e.g., Family and Medical Leave, disability leave, personal leave, or other unpaid leave of absence) in accordance with City policy.
 - 5. The length of a first offense suspension shall be determined on a case-by-case basis.
 - 6. In no event shall an employee be permitted more than one (1) chance at rehabilitation. A second offense under this policy shall result in the employee's termination from employment.

XIV. Right of Appeal

An aggrieved employee has the right to challenge results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this policy is grievable. Any evidence concerning test results that is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the employee, unless the City establishes that deviation from such standards has not affected the reliability, accuracy, or verification of the test results.

XV. Treatment costs

Treatment and rehabilitation costs arising out of the employee's use of such services, if covered, may be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees may be allowed to use their accrued and earned leave (vacation, holiday, sick leave, comp time) or take an unpaid leave of absence for the necessary time off involved in a treatment or rehabilitation program. Other than as specified in this policy or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

XVI. Employee Assistance Program (EAP)

The City's Employee Assistance Program (EAP) shall include counseling for drug and/or alcohol problems. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Policy. If an employee voluntarily enters rehabilitation pursuant to this policy the City Manager and/or designee shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. All such information shall also be available to the employee's representative to whom disclosure is specifically authorized in writing by the employee. Employees are encouraged to use the EAP, but involvement in that program does not prevent the City from disciplining an employee if there are co-occurring performance, attendance or behavioral problems. Furthermore, involvement in the EAP does not preclude the City from discharging a probationary employee during the employee's original period of probation.

XVII. Changes in Testing Procedures

The City recognizes that during the life of this policy there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the City will determine whether to amend this procedure to include such improvements.

XVIII. Confidentiality

All testing and actions taken under or pursuant to this policy shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this policy relative to disciplinary action taken against an employee.

XVIII. Other Laws

1. This policy is in no way intended to supersede or waive any rights that an employee may be entitled to under federal or state constitutions or any applicable law.
2. Any employee convicted of an offense under a criminal drug or traffic violation involving drugs or alcohol occurring within the workplace or during the course of the employee's job must report the conviction to the Assistant City Manager no later than five (5) working days after the conviction.
7. This policy is not to be utilized for criminal law enforcement purposes. Furthermore, this policy does not prevent criminal law enforcement investigation of illegal activity. However, evidence derived in a criminal investigation, including drug or alcohol testing, may be used as evidence in a disciplinary proceeding.

XX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received, read, and understand the City of Sandusky non-tolerance Drug and Alcohol Policy. I agree to comply with the policy and procedure contained therein.

Employee's signature_____

Date_____

Employee Name:	
Department:	
Observation:	Date: Time (Include am/pm): Location (Street/City/State/Zip):

CAUSE FOR SUSPICION

1. **Presence of Alcohol, Drugs, and or Drug Paraphernalia (*specify*)**

2. **Appearance:** ☐ Normal ☐ Flushed ☐ Puncture Marks
- ☐ Disheveled ☐ Bloodshot Eyes ☐ Body Odors
- ☐ Tremors ☐ Dry-mouth Symptoms ☐ Profuse Sweating
- ☐ Runny Nose/Sores ☐ Dilated/Constricted Pupils
- ☐ Inappropriate Wearing of Sunglasses
- ☐ Other:

3. **Behavior:**

- Speech ☐ Normal ☐ Incoherent ☐ Slurred ☐ Silent
- ☐ Confused ☐ Slowed ☐ Whispering
- ☐ Other: _____

- Awareness ☐ Normal ☐ Confused ☐ Euphoria ☐ Paranoid
- ☐ Lethargic ☐ Disoriented ☐ Mood Swings
- ☐ Lack of Coordination

4. **Motor Skills:**

Balance ☐ Normal ☐ Swaying ☐ Falling ☐ Staggering
☐ Other _____

Walking & ☐ Normal ☐ Swaying ☐ Arms Raised for Balance
Turning ☐ Stumbling ☐ Falling ☐ Reaching for Support
☐ Other _____

5. **Other Observed Actions or Behavior (specify):**

WITNESSED BY:

<i>Signature/ Title/ Date/ Time –</i>
<i>Signature/ Title/ Date/ Time -</i>