AN AGREEMENT

between

THE CITY OF ASHLAND, OHIO

and

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1386, AFL-CIO

EFFECTIVE:	**January 1, 2016**
EXPIRES:	**December 31, 2018**

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Ashland, Ohio, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, Local 1386, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationship with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the city of Ashland, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the positions of fire fighter and captain, excluding all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE IV MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility or such property, facilities, processes or work; 14) terminate or eliminate all or any part or its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and

business and the direction of its workforce which the Employer has not specifically, abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V SUCCESSOR AGREEMENT

5.01 This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE VI NO-STRIKE

6.01 The Union does hereby affirm and agrees that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above shall be grounds for disciplinary action.

6.04 The Employer agrees not to lock-out any employees.

ARTICLE VII DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct regular Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms or who have notified the city permitting said deductions. The dues deductions shall be made from the first pay check of each month. If the employee's check for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

7.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

7.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

7.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this

article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VIII NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

8.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE IX PROBATIONARY PERIOD

9.01 All newly promoted employees will be required to serve a probationary period of six (6) months. During such period, the Employer shall have the sole discretion providing such discretion is not exercised in an arbitrary or capricious manner, to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

9.02 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee.

9.03 All newly promoted employees will be required to serve a probationary period of a minimum of six (6) months not to exceed twelve (12) months. Employees receiving a performance evaluation of three (3) or better shall move to the next step in pay after the first six months of probation.

ARTICLE X UNION ACTIVITY

10.01 The Employer agrees that there shall be no discrimination, interference, restraint or coercion against any employee for his lawful activity on behalf of, or membership in, the Union.

ARTICLE XI RULES AND REGULATIONS

11.01 It is agreed that a committee of bargaining unit members shall be established for the purpose of evaluating the Fire Department's Rules and Regulations. The Committee shall consist of a minimum of three (3) bargaining unit members and an assistant chief responsible for administration and logistics. The union may, at its discretion, have less than three bargaining unit employees at any committee meeting.

11.02 The Committee will submit any recommendations in written form to the Chief for his review and study. If any recommendations or proposals are rejected by the Chief, they shall be returned to the appropriate committee member. Subsequent resubmissions may be made to the Chief for his approval, disapproval or modification.

11.03 Should the Committee and the Chief be unable to agree over any work rule, the Mayor shall decide the issue.

11.04 Work rules and regulations shall be administered in as non-discriminatory manner as practical.

ARTICLE XII UNION BUSINESS

12.01 Employees, not to exceed one (1) per shift, elected or appointed to represent the Union may be granted time off with pay to attend any regular or special meetings, conventions, seminars and conferences. Such time off must be requested at least two (2) weeks in advance and be approved in advance by the Fire Chief.

12.02 Any employee who is appointed by the Union to represent the Union at grievance and arbitration proceedings shall be allowed time off with pay to attend all grievance and arbitration proceedings mutually set by the Employer and the Union.

12.03 Meeting of Union members will be permitted on the premises of the Fire Division providing such meetings do not interfere with the normal operation of the Division and are approved of in advance by the Fire Chief.

12.04 All Union members, on duty and off, shall be afforded the opportunity to attend Union meetings at the station, provided such attendance does not interfere with the Normal operation of the Division and is approved of in advance by the Fire Chief.

12.05 The study desk will be available for the union's computer. Space for one (1) four-drawer file cabinet will be made available.

ARTICLE XIII BULLETIN BOARDS

13.01 The Employer shall provide the Union with one (1) bulletin board located in the Fire Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 13.02, below.

13.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such posted material to the Chief prior to the posting of such material.

ARTICLE XIV SANITATION AND STATION DUTIES

14.01 The Employer shall supply all items it deems necessary for the preservation of sanitary conditions within the fire house(s).

14.02 Routine station maintenance shall not be performed by employees after 1730 hours, except in cases of emergency.

ARTICLE XV LABOR-MANAGEMENT COMMITTEE

15.01 A Labor-Management Committee shall be established to discuss and resolve areas of mutual concern. Such a committee shall be made up of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. This committee will function in the following areas:

1) To discuss the policies and procedure of the Department;

2) To anticipate and discuss any problems in the work environment, and ways in which the work environment can be improved (including safety issues);

3) To suggest improved means of performing current services;

4) To advise and consider issues relating to employees and their concerns; and/or

5) To develop social and recreational activities, incentive plans, recognition awards and other methods to improve employee-employer relations.

15.02 This committee shall not discuss issues that are subject to collective bargaining or the grievance procedure.

ARTICLE XVI SAFETY AND HEALTH

16.01 The Employer agrees to attempt to eliminate, as much as possible, accidents, deaths, injuries and illnesses in the Fire Service.

16.02 All matters relating to safety and health shall be referred to the Labor-Management Committee for disposition.

16.03 Each employee shall be required to annually and successfully complete an ability test after completing a physical exam related to such employee's firefighting duties, which test shall be established by the Labor-Management Committee. Each employee who successfully completes the ability test will be paid a Readiness Bonus of $200 within 30 days. Each employee who fails to successfully complete the ability test shall be required to retake the physical ability test within 30 days, perform a minimum of one (1) hour of physical training each tour of duty for one year and will not be paid a Readiness Bonus and may be subject to progressive discipline according to city policy. The City, within reasonable cost limitations, shall provide the necessary equipment and training for physical training, and shall have each employee first examined by a physician to ensure that the employee's condition permits such physical training. The Readiness Bonus shall be $300 in 2017 and $400 in 2018.

16.04 Employees are subject to mandatory random drug and alcohol testing following the procedures of CDL employees. Each employee is to be tested at least once in a three-year period. The City's Drug and Alcohol Policy is hereby adopted and shall be followed including the use of the Employee Assistance Program.

ARTICLE XVII SHIFT EXCHANGE

17.01 Employees may exchange work time when the change does not interfere with the operation of the Fire Department and is approved of in advance by the respective shift O.I.C.

17.02 An Employee may exchange Platoons with another employee of the same rank, classification and the same duties if it is mutually agreeable to both employees, along with the Chief and the respective shift Assistant Chiefs.

ARTICLE XVIII ASSIGNMENT DURING DISABILITY (LIGHT DUTY)

18.01 Any employee who the Employer elects to assign to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits provided in this Agreement while assigned to such position. The employer retains the right to determine the work schedule. The parties agree to be bound by the provisions of the Transitional Work Program as set forth in the current Employee Handbook.

ARTICLE XIX DEFINITION OF SENIORITY

19.01 "Seniority" shall be defined as an employee's length of continuous full-time service with the Employer from last date of hire. Date of hire shall be defined as the employee's first paid workday. In the event that more than one employee has the same date of hire, the Final Test Score on the employee's entrance exam shall be used to establish the employee's relative seniority, with the employee achieving the highest score receiving the greater seniority.

19.02 Seniority in a rank shall be defined as an employee's length of continuous service in the employee's job classification. Employees who are promoted to a higher ranking position shall have their "seniority in rank" in the previously held position frozen at the amount of seniority possessed immediately prior to the promotion, which shall become the employee's "seniority in rank" if the employee returns from the employee's new promoted position to his prior position.

19.03 Seniority in the Fire Prevention Bureau shall be determined by continuous service as a Firefighter-Inspector.

19.04 Seniority among Firefighter-Paramedics shall be determined by continuous service as a Firefighter-Paramedic.

19.05 During the month of January each year, the Employer shall post one (1) copy of the current seniority list for all employees within the bargaining unit and supply one (1) copy to the local Union President. These lists shall be considered final and binding upon the Union and the employee unless a notice of appeal is submitted through the Grievance Procedure within ten (10) days from the date of the posting of the seniority lists.

19.06 For the purposes of this Agreement, an employee's Anniversary Date shall be the anniversary of his last date of hire (first paid workday).

19.07 Any time spent on a disciplinary suspension shall be deducted from the employee's seniority.

ARTICLE XX LAY-OFF AND RECALL

20.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions set forth.

20.02 Employees within the affected job titles/classifications (rank) shall be laid off according to their relative seniority (employer-wide) with the least senior being laid off

first, providing that all students, temporary, part-time, seasonal and probationary employees within the affected job titles/classifications (rank), within the affected department, are laid off first in the above respective order. For the purpose of Lay-Off, there are only two classifications recognized; Fire Fighter and Captain.

20.03 Employee(s) who are laid off from one job title/classification (rank) may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job title/classification (rank) with the Department.

20.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to displace (bump) another employee with lesser seniority in an equal or lower rated job title/classification (rank) pursuant to the provisions of paragraph 20.03, above.

20.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title/classification (rank) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

20.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.

20.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall thirty-six (36) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within seven (7) calendar days from the date the Employer mails by U.S. mail, sends a certified letter and makes every attempt to hand-deliver the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

20.08 Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

ARTICLE XXI INJURY LEAVE

21.01 When an employee suffers a compensable work related injury or occupational illness, he/she may elect to receive Injury Leave per the City's Wage Continuation Policy in lieu of Ohio Bureau of Workers' Compensation reimbursement. Wage Continuation will begin with the first day of compensable injury. The payment of medical benefits will continue to be the responsibility of the Ohio Bureau of Workers' Compensation. Employees who elect to receive Injury Leave will receive benefits such as rehabilitation services and job accommodation through the OBWC, if eligible. (See Wage Continuation Policy in Employee Handbook).

21.02 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

21.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion

shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

21.04 Absences covered under this Article shall not affect the employee's eligibility for sick leave bonuses.

ARTICLE XXII FUNERAL LEAVE

22.01 An employee shall be granted time off with pay for the purpose of preparing for or attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of one tour of duty (24 hours) or three (3) work days (8 or 9 hours), as appropriate, for each death in his immediate family. For the purpose of this Article, "immediate family" shall be defined to only include the employee's spouse, children, parents, grandparents, brother, brother-in-law, sister, sister-in-law, parents-in-law, grandparents-in-law, grandchild, stepchildren, adopted children, nieces and nephews, step-parents, half-brothers, half-sisters, aunts and uncles.

ARTICLE XXIII SICK LEAVE

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

23.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

23.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (½) hour before the start of his work shift each day he is to be absent.

23.04 Sick leave may be used in segments of not less than quarter increments after the first full hour. When an employee utilizes sick leave, the actual time off will be deducted from the sick leave balance.

23.05 When sick leave abuse may be indicated, before an absence may be charged against accumulated sick leave, the department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than one (1) tour of duty must supply a physician's report to be eligible for paid sick leave, if requested by the Fire Chief.

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

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

23.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined

by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

23.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children and step-children residing with the employee; or parents in emergency situations with the approval of the Chief. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, step-parents, spouse, child, grandchild, step-child residing with the employee, brother, sister, parents-in-law, son-in-law, daughter-in-law, siblings-in-law and grandparents.

23.10 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (¼) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed eight hundred ninety-four (894) hours.

23.11 Any employee who works a fixed three month period (Jan-Mar, Apr-Jun, Jul Sept, Oct-Dec) without using any sick leave time, without having unexcused absence, without disciplinary suspensions, or without tardiness shall be awarded twelve (12) hours off with pay to be used up in authorized time. Such time may be accumulated and carried over from year to year providing such accumulation shall not exceed ninety-six (96) hours. Employees working a modified work schedule shall earn and use bonus time in the same manner as described above except that the bonus earned will equal the hours in their normally scheduled day. Such time may be accumulated and carried over from year to year providing such accumulation shall not exceed thirty-six (36) hours. Perfect attendance time may be used in the same manner as personal holiday time.

23.12 The attached Memorandum of Understanding incorporating a "Voluntary Sick Leave Donation Program" for eligible employees due to non-work related catastrophic injuries or catastrophic illnesses is hereby agreeable to both parties.

ARTICLE XXIV JURY DUTY

24.01 An employee required to be available for jury election or service shall suffer no loss in pay, providing any fees or payment received by the employee are surrendered to the Employer.

ARTICLE XXV MISCELLANEOUS

25.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, as set forth in the current Employee Handbook.

a. Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

b. No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

25.02 The employees agree to be bound by the Drug and Alcohol Abuse Policy and Standards of Conduct as set forth the in the current Employee Handbook.

25.03 The parties agree to be bound by the provisions of the Employee Assistance Program as set forth in the current Employee Handbook.

25.04 The parties agree to be bound by the provisions of the Standards of Conduct as set forth in the current Employee Handbook.

ARTICLE XXVI VACATIONS

26.01 All employees shall receive paid vacations according the following schedule as appropriate:

Length of Service	Vacations (weeks/tours)
After one (1) year	2 weeks/5 tours
After five (5)	3 weeks/8 tours
After thirteen (13)	4 weeks/10 tours
After twenty (20) years	5 weeks/13 tours

26.02 Employees may request vacation time by signing a schedule for same prior to January 1st of each year. Employee signing such list shall be granted a preference according to seniority in cases where more than one (1) employee requests the same time. Up to 72 hours of accumulated time off may be approved by the Chief per shift except under unusual working conditions, including military leave, in which case the chief may limit such time off to 48 hours per shift. Such approval for the 72 hours off per shift will not be unreasonably denied. Employees shall be able to take vacation time in twelve (12) hours segments, not to exceed seventy-two (72) hours of total time. Such time may only be selected after the regular vacation schedule is posted and completed. Employees may use one (1) day of vacation as per personal holiday time. Employees working the modified 45hr/week schedule shall be able to take vacation time in half-day (4.5 hour) segments and may use two (2) days (18 hours) of vacation as personal holiday time.

26.03 Notwithstanding any other provisions of the Agreement, Civil Service Rules or Regulations or Ordinance, any employee of the Employer who has previous full-time employment from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall not be granted any credit toward his vacation time calculation with the Employer.

26.04 All vacations will be earned during the calendar year and taken during the next calendar year, commencing on January 1st of each year. Any vacation time not utilized by December 31st, shall be forfeited unless the employee had his vacation time canceled due to the needs of the Department or the Chief approves a vacation carry-over due to extra-ordinary conditions.

26.05 Employees hired after January 1st of any year shall earn vacation at the rate of one-half (½) tour per month worked, not to exceed five (5), which shall be taken pursuant to paragraph 26.04 above.

26.06 Vacation requests that have been approved by the Employer shall not be canceled except in emergency situations. For the purposes of this paragraph, the necessity of paying overtime shall not be construed an emergency. Any non-mandatory time worked, including, but not limited to attendance at training sessions or schools, while an employee is otherwise on an approved vacation shall not generate any overtime or other payment for such time, save and except the employee's regular vacation pay.

In the event an employee works on a day which has been previously approved as a vacation day, that employee shall have his vacation day re-credited to his vacation account or of receiving cash payment for such vacation day and deleting such vacation day from his vacation account.

ARTICLE XXVII HOLIDAYS

27.01 All employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Jr. Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Providing the employee works his last regularly scheduled workday before the holiday, the holiday, if scheduled, and the first scheduled workday after the holiday, unless excused by the Chief.

27.02 Each employee shall receive compensatory time or a cash payment for the above holidays in the amount of one hundred-twenty (120) hour pay based on their hourly rate. In the event that the President of the United States declares Patriots' Day a national holiday, it will be added to the list of holidays and the hours increased to one hundred and thirty-two (132) hours. Payment for unused compensatory time shall be made prior to the first day of December each year. Request for compensatory time off shall be subject to approval of the Fire Chief, which approval shall not be unreasonably denied. employees working the modified 45hr/week schedule shall be able to take vacation time in half-day (4.5 hour) segments and may use two (2) days (18 hours) of vacation as personal holiday time.

27.03 In addition to the above holidays, all employees shall be entitled to one (1) personal day which shall be used upon the advance approval of the Chief or receive compensation as provided by paragraph 26.02, above. Reasons shall not be required, except in emergency circumstances.

27.04 In an emergency situation where the employee does not have any available leave credits, excluding sick leave, upon approval of the Chief, an employee may be advanced one tour of vacation or personal leave. Such time shall be repaid out of the employee's next year's accumulation or deducted from the employee's last pay check if his employment terminates prior to the repayment of such time.

27.05 Holiday compensatory time requests that have been approved by the Employer shall not be canceled, except in emergency situations. For the purpose of the paragraph, the necessity of paying overtime shall not be construed an emergency.

27.06 Any employee working President's Day, Christmas Day, July 4th, Easter, Columbus Day, Martin Luther King Jr. Day, Memorial Day, Veterans' Day, Thanksgiving Day, Labor Day, and New Year's Day shall receive overtime rate for all hours actually worked therein.

27.07 Employees working the modified work schedule are not scheduled to work the Holidays designated in 27.01. In the event they are scheduled to work a paid holiday, 27.06 applies.

ARTICLE XXVIII PRINTING AND SUPPLYING AGREEMENT

28.01 This Agreement shall be printed with a copy being supplied to each employee by the Employer, at no cost to the employee

28.02 The employer agrees to supply the union with an electronic version of the contract agreement (i.e. disk or CD).

ARTICLE XXIX HOURS OF WORK

29.01 The normal work week shall be an average of fifty-two (52) hours per week on a three (3) platoon system, working twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, with the exception of EMS, Training and Fire Prevention Captains. The Employer retains the right to change an employee's shift time with seventy-two (72) hours notice; unless otherwise modified due to the needs of the Department (e.g. Inspectors, etc.). All shifts shall start and end at the same time.

29.02 This article shall not be construed as a guarantee of hours of work per day or per week, which may be modified by the Employer due to unusual circumstances.

29.03 This article can be suspended at the Employer's discretion in the event that a state of emergency is declared by the Governor of the State or the President of the United States.

29.04 The Fire Chief may modify the work schedule for additional career development opportunities with agreement from the Labor/Management Committee if necessary.

ARTICLE XXX RATES OF PAY

30.01 Effective December 27, 2015, members of the bargaining unit shall receive a 2% raise on their hourly rate. Effective December 25, 2016, members of the bargaining unit shall receive a 2% raise on their hourly rate. Effective December 24, 2017, members of the bargaining unit shall receive a 2% raise on their hourly rate. See appendix.

30.02 Employees will be paid according to the levels at which they actually work.

30.03 Regular Captain's wages will be 10% over FF5-P as of January 1, 2007 unless otherwise specified in future contracts.

30.04 Employees working less than fifty-two (52) hours per week shall have their hourly rates and leave credits modified appropriately. The accrued leave balances are modified using the following formula:

$$\frac{\text{EARNED HOURS (NEW SCHEDULE)}}{\text{EARNED HOURS (OLD SCHEDULE)}} = \frac{\text{NEW PTO BALANCE}}{\text{OLD PTO BALANCE}}$$

Rounding to the nearest quarter hour based on typical rounding methods. For example, 2.12 would be rounded to 2; 2.13 would be rounded to 2.25.

30.05 The Employer shall implement the procedure of deducting the employee's pension contribution prior to calculating withholding taxes.

30.06 Paychecks will be issued every other Friday, but available to be received by employees after 1530 hours on Thursday. Paychecks shall contain the pay for an average bi-weekly pay of one hundred four (104) hours, except for additional pay (e.g. overtime) or deductions (e.g. unpaid absences).

30.07 Step raises shall be awarded on an annual basis, providing the employee receives a performance evaluation of three (3) or better. In the event the employee receives a performance evaluation of less than three (3), the employee will be required to serve only one (1) more year before becoming eligible for a step raise consideration.

ARTICLE XXXI LONGEVITY

31.01 In addition to the wages specified in this Agreement, each employee covered by the terms of this Agreement shall be entitled to receive additional payment in accordance with the following schedule on all hours paid:

After 5 years	1.5% of Annual Rate
After 10 years	2.0% of Annual Rate
After 15 years	2.5% of Annual Rate
After 20 years	3.0% of Annual Rate

Said Longevity payment shall be added to the base wage and be included in overtime calculations.

ARTICLE XXXII OVERTIME

32.01 All employees, when performing assigned overtime work, will receive overtime pay for all hours actually worked in excess of their normally scheduled work week at the rate of one and one-half (1½) times the employee's forty (40) hour rate and double (2x) time for hours actually worked on Christmas Day and New Years Day.

32.02 Any employee assigned stand-by duty shall be paid the amount of one dollar ($1.00) per hour for each hour of stand-by duty regardless of whether the employee is recalled to work, or not.

32.03 In the event an employee on stand-by is called into work, the employee shall receive the appropriate rates of pay in addition to the stand-by pay. The employee shall receive one hour of overtime for the first hour called in regardless of the time actually

worked. After the first hour of continuous overtime, the pay shall be in quarter hour increments. In the event an employee is held over from regular duty, this section applies.

32.04 For the purposes of this article only, all approved paid leave shall be computed as time actually worked.

32.05 Emergency callback call-ins from the call-in list below the employee who is "first called" shall be, in so far as practical, distributed equitably through out the work shift on call. For the purposes of this article, "in so far as practical" shall be defined as: The timely arrival of the call-in employee provides the staffing that may be needed. Timely response is the key issue with emergency callback. The geographic area that has been accepted for timely emergency callback responses consists of the City of Ashland the townships of Clear Creek, Orange, Perry, Jackson, Montgomery, Milton, Mifflin, Vermillion and Mohican. For an employee to be eligible for emergency callback, the employee must be within the geographic area described above for the period of time the individual is on call.

32.06 Employees on approved paid leave who respond to emergency call back will be paid overtime as time actually worked. For the purposes of this paragraph, perfect attendance, personal day and compensatory time are the same as vacation.

ARTICLE XXXIII INSURANCE

33.01 The Employer shall continue to pay its existing percentage contribution of the premiums for the hospitalization insurance, (a summary of which is attached hereto) with the Employer providing payroll deduction for the employee's contribution. The Employer shall pay eighty (80%) percent of the premium. The summary of benefits will be the current hospitalization insurance plan.

33.02 Life Insurance Benefit. The Employer shall provide a twenty thousand ($20,000.00) dollar term life insurance group policy for each employee whose premiums shall be paid by the Employer.

33.03 Death Benefit. In the event that a Firefighter is killed in the line of duty, the City of Ashland shall pay two (2) months of salary to the designated beneficiary.

ARTICLE XXXIV COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAY OFF OR DEATH

34.01 An employee who resigns, retires, is dismissed or is laid-off shall be paid for all his accumulated overtime, holiday time, vacation time, and/or any other payments provided by this Agreement. In the event an employee dies, such payments shall be made to his estate.

ARTICLE XXXV VACANCIES & PROMOTIONS

35.01 Vacancies in positions above the rank of regular firefighter shall be filled in accordance with the rules and regulations of the Ashland City Civil Service Commission, except where otherwise provided.

35.02 No persons shall be considered for promotion to any bargaining unit position above the rank of firefighter unless that person has completed five years in the rank of firefighter with the City of Ashland. Further provided that in those cases where there are

less than two (2) persons in the rank of firefighter who have served five (5) years therein and who are willing to take the promotional exam, the five (5) year service requirement shall not apply.
The Assessment center and oral interview components of the promotional exam shall be conducted by appropriate outside providers mutually agreed upon by the union and the Administrative Secretary of the Ashland Civil Service, using no less than three outside individuals. Different individuals shall conduct the assessment and the oral interview.

35.04 No credit for seniority shall be added to a candidate's score unless a minimum score of 75% is attained on the written exam. Raw scores shall be converted to percentages based on 100%. The seniority points determined by the Civil Services Rules and Regulations shall be added to the written exam score only.

35.05 Each component of the promotional exam shall be weighted accordingly:

Written	40%
Assessment	60%

35.06 A permanent list of source material for promotional examinations with the Fire Department is hereby created and contained as an addendum to this Agreement. This list may be modified as needed by mutual consent of the City and the Union. Source material for the written examination questions shall be from this list. A maximum of five (5) items from this list shall be used in addition to questions having answers based on experience in the Fire Department.

35.07 The passing scores shall be posted after the completion of each component without identifying the candidate. The sum of all components shall constitute the total score. The top-scoring candidate shall be offered the promotion.

35.08 The resulting list of scores shall be ranked in descending order. This list shall be used for promotion to the rank of captain for a period of eighteen (18) months from the certification of the list unless mutually extended by both parties to twenty-four (24) months.

ARTICLE XXXVI WORKING OUT-OF-CLASSIFICATION

36.01 If a firefighter performs captain duties, the firefighter shall receive the probationary rate of captain's pay for the hours worked. If a captain performs assistant chief's duties, the captain shall receive an additional $0.90 per hour worked in 2013; $0.95 per hour worked in 2014; $1.00 per hour worked in 2015.

ARTICLE XXXVII MILEAGE ALLOWANCE

37.01 Employees required to use their private automobiles for authorized Fire Department business shall be compensated at the Federal Income Tax allowable rate.

ARTICLE XXXVIII STIPENDS

38.01 The Captain of the Fire Prevention Bureau while serving as the Certified Fire Safety Inspector shall receive additional compensation in the amount of seven hundred fifty dollars ($750.00), annually, or prorated portion thereof.

38.02 Employees serving as Firefighter Superintendent of Fire Equipment shall receive payments according to paragraph 38.01 above.

38.03 Employees serving as EMS Captain while serving as a certified paramedic shall receive additional compensation in the amount of $851.00 annually or prorated portion thereof.

38.04 All existing employees who are EMTA certified on the effective date of this Agreement shall continue such certification as a condition of continued employment with the Employer.

38.05 Effective the first full pay period of 2012, bargaining unit employees who are certified or subsequently become certified who have started the certification process by January 01, 2012 in the following certification categories during the term of this Agreement will receive a $0.10 per hour certification pay for the certification (limited to one (1) certification).

Employees who receive certification pay must be willing and able to use their certification as part of their normal duties and certification pay will not be paid while an employee is on a leave of absence, administrative suspension or leave, or disciplinary suspension. The certification categories are:

Ohio Fire Executive (OFE), Executive Fire Officer (EFO)
State certified fire instructor or State certified EMS instructor
ACLS or CPR instructor
Car Seat technician
State Certified Fire Safety Inspector (FSI)
Advanced Fire Investigator (CFI, CFEI, FIT)
Fire Officer I or II (sponsored by OFCA)

ARTICLE XXXIX UNIFORM, DORMITORY AND DAMAGE ALLOWANCE

39.01 Each member of the bargaining unit shall receive an annual allowance of one-thousand ($1,000) dollars. Said allowances shall be payable in quarterly installments. The Employer shall continue to furnish necessary "turn-out gear" that meets NFPA standards at the time it is purchased.

39.02 Employees, at the discretion of the Employer and approval of the Chief, may be reimbursed up to one-hundred and fifty ($150) dollars for the repair or replacement of personal attire damaged during the performance of his duties, provided that such loss shall not be due to any negligence by the employee.

ARTICLE XL MANDATORY TRAINING SESSIONS

40.01 All employees required to participate in mandatory training sessions during their off-duty hours including vacation shall be compensated at their overtime rate for the time spent in said training sessions.

ARTICLE XLI TUITION REIMBURSEMENT

41.01 The Employer will reimburse all employees for any costs incurred for books, fees and tuition upon successful completion of courses related to the fire service that are approved of in advance, at the discretion of the Employer.

41.02 Any member of the bargaining unit who has an approved Associate Degree or approved Bachelor Degree shall receive a one-time payment of one thousand ($1,000.00) dollars or two thousand ($2,000.00) dollars respectively. The Fire Chief must approve the degree. Appropriate degrees may include Business Management, Fire Science, Fire Technology, Public Administration and Organizational Behavior.

ARTICLE XLII CONTINUING EDUCATION

42.01 If an employee desires to attend schools, classes, seminars or other learning experiences, at no cost to the Employer, he shall be permitted to do so providing such attendance does not interfere with the employee's work or work schedule and does not adversely affect the Employer.

ARTICLE XLIII PERSONNEL FILES

43.01 An employee may request an opportunity to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present while reviewing his file, along with an Employer representative. A request for copies of items included in the file shall be honored. An employee may request removal of specific items in his file on a case-by-case basis. All investigations will be clearly marked with respect to final disposition. Records of written or verbal written reprimands that are more than two (2) years old, shall not be used in subsequent disciplinary actions, providing there has been no intervening disciplinary action.

ARTICLE XLIV GENDER AND PLURAL

44.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XLV HEADINGS

45.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE XLVI LEGISLATIVE APPROVAL

46.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XLVII OBLIGATION TO NEGOTIATE

47.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

47.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XLVIII CONFORMITY TO LAW

48.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State (O.R.C. 4117.10 (A) laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

48.02 In the event a portion of this Agreement becomes invalid, pursuant to the paragraph above, either party may, upon written notice to the other party, require negotiations over only such invalid provisions within thirty (30) days thereafter.

48.03 If the enactment of such legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of the Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XLIX TOTAL AGREEMENT

49.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice to the Union.

ARTICLE L DISCIPLINARY PROCEDURE

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

50.02 All employees shall have the following rights:

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

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) calendar days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or his rights under this procedure.

50.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

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

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

50.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

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

1. the employee has a right to object by filing a grievance within five (5) calendar days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step.

50.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 50.12, until the matter is settled or the arbitrator renders a determination.

50.09 The following administrative procedures shall apply to disciplinary actions:

1. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before the

meeting that she/he is entitled to representation by the Union during the initial discussion.

2. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) calendar days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
3. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Mayor, pursuant to Step 5 of the Grievance Procedure. The appeal must be filed at Step 5 within five (5) calendar days from receipt of the Notice of Discipline.

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

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

50.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 5 of the Grievance Procedure.

50.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry and to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE LI GRIEVANCE PROCEDURE

51.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purposes of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

51.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance – A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Aggrieved party – The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit or the Union actually filing a grievance.

c) Party in Interest – A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Days – A "day" as used in this procedure shall mean calendar days, Excluding Saturdays, Sundays and Holidays as provided for in this Agreement.

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

a) Except at Step 1 and 2, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees with different principals, or associated with an employer-wide controversy, it may be submitted at Step 4.

d) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

e) The grievance may have a Union representative represent him at any step of the grievance procedure after Step 1.

f) The time limits provided herein will be strictly adhered to and any grievances not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to next step. The time limits specified for either party may be extended only by written mutual agreement.

g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

h) This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

51.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1:

An employee who believes he has a grievance shall notify his Union-Grievance Committee of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Employee and the Committee shall attempt to resolve the dispute at this point. The Employee and the Committee will also reach agreement on whether the Employee wishes to pursue the grievance through the procedure contained herein. The Employee and the Committee shall have ten (10) days to reach any decision.

Step 2:

If the dispute is not resolved at Step 1, the Employee and his representative shall notify his immediate supervisor within ten (10) days of the facts giving rise to the grievance. The supervisor shall schedule an informal meeting with the Employee and his representative within five (5) days of the date of notice by the Employee. The Employee, his representative and the supervisor will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the informal meeting.

Step 3:

If the dispute is not resolved at Step 2, it shall be reduced in writing and submitted to the Employee's Asst. Chief within five (5) days of the notification of the supervisor's decision at Step 2. The Asst. Chief shall render his decision in writing within five (5) days after receipt of the written grievance.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal may be filed with the Fire Chief within five (5) days of the receipt of the written decision at Step 3. Copies of the written decision shall be submitted with the appeal. The Fire Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative. The Fire Chief shall issue a written decision to the Employee and his representative within ten (10) days of the formal meeting.

Step 5:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 4, a written appeal may be filed with the Mayor or his designee within five (5) days from the Employee's receipt of the written decision of Step 4. Copies of the written decisions shall be filed with the appeal. The Mayor or designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or designee shall issue a written decision to the Employee and his representative within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 5, he may proceed to arbitration pursuant to the arbitration provisions set forth in this Agreement.

ARTICLE LII ARBITRATION PROCEDURE

52.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the

various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 5 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question.

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

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

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

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

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

ARTICLE LIII DURATION

53.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2016, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2018.

ARTICLE LIV EXECUTION

54.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 8th day of February, 2016.

FOR THE UNION:
International Association of
Firefighters, Local 1386, AFL-CIO

Mark Miller, President

FOR THE EMPLOYER
City of Ashland

Glen P. Stewart, Mayor

Approved as to form and
correctness:

Richard P. Wolfe, II
Director of Law

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	* NEW 2016-2018 CONTRACT*									2016 FIREFIGHTER WAGES						Effective Dec 27, 2015						
2		2015 WAGE	2016 WAGE	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long	Base Wage Add >10 Long and .10	Base Wage w/>15 Long	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
3	**104 HR**		Column B x 1.02	Column C + 0.1	1.5%	1.5% + 0.1	0.02	2% + .10	2.5%+.10	2.5% + 0.1	0.03	3% + 0.1	Column C x 1.95	Column D x 1.95	Column E x 1.95	Column F x 1.95	Column G x 1.95	Column H x x 1.95	Column I x 1.95	Column J x 1.95	Column K x 1.95	Column L x 1.95
4	FF5B	18.77	19.15	19.25	19.43	19.53	19.53	19.63	19.62	19.72	19.72	19.82	37.33	37.53	37.89	38.09	38.08	38.27	38.27	38.46	38.45	38.65
5	FF5I	18.89	19.27	19.37	19.56	19.66	19.66	19.76	19.75	19.85	19.85	19.95	37.58	37.77	38.14	38.34	38.33	38.52	38.52	38.71	38.70	38.90
6	FF2P	18.14	18.50	18.60	18.78	18.88	18.87	18.97	18.96	19.06	19.06	19.16	36.08	36.27	36.62	36.81	36.80	36.99	36.98	37.17	37.16	37.35
7	FF3P	18.51	18.88	18.98	19.17	19.27	19.26	19.36	19.36	19.46	19.45	19.55	36.82	37.01	37.38	37.57	37.56	37.76	37.75	37.94	37.93	38.13
8	FF4P	18.86	19.24	19.34	19.53	19.63	19.62	19.72	19.72	19.82	19.82	19.92	37.52	37.71	38.08	38.27	38.27	38.46	38.45	38.65	38.64	38.84
9	FF5P	19.25	19.64	19.74	19.93	20.03	20.03	20.13	20.13	20.23	20.22	20.32	38.30	38.49	38.86	39.06	39.05	39.25	39.24	39.44	39.44	39.63
10	Prob Capt	20.22	20.62	20.72	20.93	21.03	21.04	21.14	21.14	21.24	21.24	21.34	40.21	40.41	40.82	41.01	41.02	41.21	41.22	41.41	41.42	41.62
11	Reg Capt	21.19	21.61	21.71	21.94	22.04	22.04	22.14	22.15	22.25	22.26	22.36	42.14	42.34	42.77	42.97	42.98	43.18	43.20	43.39	43.41	43.60
12		2015 WAGE	2016 WAGE	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long NO .10 Cert	Base Wage Add >10 Long and .10	Base Wage w/>15 Long NO .10 Cert	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long NO .10 Cert	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
13	**90 HR**		Column B x 1.02	Column C + 0.10	0.02	1.5% + 0.10	0.02	2% + .10	2.5%+.10	2.5% + 0.10	0.03	3% + 0.10	Column C x 1.689	Column D x 1.689	Column E x 1.689	Column F x 1.689	Column G x 1.689	Column H x 1.689	Column I x 1.689	Column J x 1.689	Column K x 1.689	Column L x 1.689
14	FF5B	21.67	22.10	22.20	22.43	22.53	22.54	22.64	22.65	22.75	22.76	22.86	37.33	37.50	37.89	38.06	38.07	38.24	38.26	38.43	38.45	38.62
15	FF5I	21.84	22.28	22.38	22.61	22.71	22.72	22.82	22.83	22.93	22.95	23.05	37.63	37.80	38.19	38.36	38.38	38.55	38.57	38.74	38.75	38.92
16	FF2P	20.95	21.37	21.47	21.69	21.79	21.80	21.90	21.91	22.01	22.01	22.11	36.10	36.27	36.64	36.81	36.82	36.99	37.00	37.17	37.18	37.35
17	FF3P	21.40	21.83	21.93	22.16	22.26	22.27	22.37	22.38	22.48	22.48	22.58	36.87	37.04	37.42	37.59	37.61	37.78	37.79	37.96	37.98	38.15
18	FF4P	21.81	22.25	22.35	22.58	22.68	22.69	22.79	22.80	22.90	22.91	23.01	37.57	37.74	38.14	38.31	38.32	38.49	38.51	38.68	38.70	38.87
19	FF5P	22.25	22.69	22.79	23.03	23.13	23.15	23.25	23.26	23.36	23.37	23.47	38.33	38.50	38.90	39.07	39.10	39.26	39.29	39.46	39.48	39.65
20	Prob Capt	23.36	23.83	23.93	24.18	24.28	24.30	24.40	24.42	24.52	24.54	24.64	40.24	40.41	40.85	41.02	41.05	41.22	41.25	41.42	41.45	41.62
21	Reg Capt	24.48	24.97	25.07	25.35	25.45	25.47	25.57	25.60	25.70	25.72	25.82	42.18	42.35	42.81	42.98	43.02	43.19	43.23	43.40	43.44	43.61

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	**2017 FIREFIGHTER WAGES**												Effective Dec 25, 2016									
2		2016 WAGE	**2017 WAGE**	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long	Base Wage Add >10 Long and .10	Base Wage w/>15 Long	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
3	104 HR		Column B x 1.02	Column C + 0.1	1.50%	1.5% + 0.1	0.02	2% + .10	2.5%+.10	2.5% + 0.1	0.03	3% + 0.1	Column C x 1.95	Column D x 1.95	Column E x 1.95	Column F x 1.95	Column G x 1.95	Column H x x 1.95	Column I x 1.95	Column J x 1.95	Column K x 1.95	Column L x 1.95
4	FF5B	19.15	19.53	19.63	19.82	19.92	19.92	20.02	20.02	20.12	20.11	20.21	38.08	38.27	38.65	38.85	38.84	39.04	39.03	39.23	39.22	39.42
5	FF5I	19.27	19.66	19.76	19.95	20.05	20.05	20.15	20.15	20.25	20.25	20.35	38.33	38.52	38.90	39.10	39.09	39.29	39.29	39.48	39.48	39.67
6	FF2P	18.50	18.87	18.97	19.15	19.25	19.25	19.35	19.34	19.44	19.44	19.54	36.80	36.99	37.35	37.54	37.53	37.73	37.72	37.91	37.90	38.10
7	FF3P	18.88	19.26	19.36	19.55	19.65	19.65	19.75	19.74	19.84	19.84	19.94	37.55	37.75	38.13	38.32	38.31	38.51	38.50	38.70	38.69	38.88
8	FF4P	19.24	19.62	19.72	19.92	20.02	20.02	20.12	20.11	20.21	20.21	20.31	38.27	38.46	38.84	39.04	39.03	39.23	39.22	39.42	39.41	39.61
9	FF5P	19.64	20.03	20.13	20.33	20.43	20.43	20.53	20.53	20.63	20.63	20.73	39.05	39.25	39.64	39.83	39.83	40.03	40.03	40.22	40.22	40.42
10	Prob Capt	20.62	21.04	21.14	21.35	21.45	21.46	21.56	21.56	21.66	21.67	21.77	41.02	41.21	41.63	41.83	41.84	42.03	42.04	42.24	42.25	42.44
11	Reg Capt	21.61	22.04	22.14	22.37	22.47	22.48	22.58	22.59	22.69	22.70	22.80	42.98	43.18	43.63	43.82	43.84	44.04	44.06	44.25	44.27	44.47
12		2016 WAGE	**2017 WAGE**	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long	Base Wage Add >10 Long and .10	Base Wage w/>15 Long	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
13	90 HR		Column B x 1.02	Column C + 0.1	1.50%	1.5% + 0.1	0.02	2% + .10	2.5%+.10	2.5% + 0.1	0.03	3% + 0.1	Column C x 1.689	Column D x 1.689	Column E x 1.689	Column F x 1.689	Column G x 1.689	Column H x 1.689	Column I x 1.689	Column J x 1.689	Column K x 1.689	Column L x 1.689
14	FF5B	22.10	22.54	22.64	22.88	22.98	22.99	23.09	23.11	23.21	23.22	23.32	38.07	38.24	38.64	38.81	38.84	39.00	39.03	39.19	39.22	39.39
15	FF5I	22.28	22.72	22.82	23.06	23.16	23.18	23.28	23.29	23.39	23.40	23.50	38.38	38.55	38.95	39.12	39.15	39.32	39.34	39.51	39.53	39.70
16	FF2P	21.37	21.80	21.90	22.13	22.23	22.24	22.34	22.34	22.44	22.45	22.55	36.82	36.99	37.37	37.54	37.56	37.72	37.74	37.91	37.92	38.09
17	FF3P	21.83	22.27	22.37	22.60	22.70	22.71	22.81	22.82	22.92	22.93	23.03	37.61	37.78	38.17	38.34	38.36	38.53	38.55	38.72	38.74	38.90
18	FF4P	22.25	22.69	22.79	23.03	23.13	23.14	23.24	23.26	23.36	23.37	23.47	38.32	38.49	38.90	39.07	39.09	39.26	39.28	39.45	39.47	39.64
19	FF5P	22.69	23.15	23.25	23.49	23.59	23.61	23.71	23.73	23.83	23.84	23.94	39.10	39.26	39.68	39.85	39.88	40.05	40.07	40.24	40.27	40.44
20	Prob Capt	23.83	24.30	24.40	24.67	24.77	24.79	24.89	24.91	25.01	25.03	25.13	41.05	41.22	41.67	41.83	41.87	42.04	42.08	42.24	42.28	42.45
21	Reg Capt	24.97	25.47	25.57	25.85	25.95	25.98	26.08	26.11	26.21	26.24	26.34	43.02	43.19	43.67	43.84	43.88	44.05	44.10	44.27	44.31	44.48

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1	**2018 FIREFIGHTER WAGES**														Effective Dec 24, 2017							
2		2017 WAGE	2018 WAGE	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long	Base Wage Add >10 Long and .10	Base Wage w/>15 Long	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
3	**104 HR**		Column B x 1.02	Column C + 0.10	1.50%	1.5% + 0.1	0.02	2% + .10	2.5%+.10	2.5% + 0.1	0.03	3% + 0.1	Column C x 1.95	Column D x 1.95	Column E x 1.95	Column F x 1.95	Column G x 1.95	Column H x x 1.95	Column I x 1.95	Column J x 1.95	Column K x 1.95	Column L x 1.95
4	FF5B	19.53	19.92	20.02	20.22	20.32	20.32	20.42	20.42	20.52	20.52	20.62	38.84	39.04	39.42	39.62	39.62	39.81	39.81	40.01	40.01	40.20
5	FF5I	19.66	20.05	20.15	20.35	20.45	20.45	20.55	20.55	20.65	20.65	20.75	39.09	39.29	39.68	39.88	39.88	40.07	40.07	40.27	40.27	40.46
6	FF2P	18.87	19.25	19.35	19.54	19.64	19.63	19.73	19.73	19.83	19.82	19.92	37.53	37.73	38.10	38.29	38.28	38.48	38.47	38.67	38.66	38.85
7	FF3P	19.26	19.65	19.75	19.94	20.04	20.04	20.14	20.14	20.24	20.24	20.34	38.31	38.51	38.89	39.08	39.08	39.28	39.27	39.47	39.46	39.66
8	FF4P	19.62	20.02	20.12	20.32	20.42	20.42	20.52	20.52	20.62	20.62	20.72	39.03	39.23	39.62	39.81	39.81	40.01	40.01	40.20	40.20	40.40
9	FF5P	20.03	20.43	20.53	20.73	20.83	20.84	20.94	20.94	21.04	21.04	21.14	39.83	40.03	40.43	40.63	40.63	40.83	40.83	41.02	41.03	41.22
10	Prob Capt	21.04	21.46	21.56	21.78	21.88	21.89	21.99	21.99	22.09	22.10	22.20	41.84	42.03	42.47	42.66	42.68	42.87	42.88	43.08	43.09	43.29
11	Reg Capt	22.04	22.48	22.58	22.82	22.92	22.93	23.03	23.05	23.15	23.16	23.26	43.84	44.04	44.50	44.70	44.72	44.92	44.94	45.14	45.16	45.35
12		2017 WAGE	2018 WAGE	Base Wage No Longevity .10 Cert Added	Base Wage w/>5 Long No .10	Base Wage Add >5 Long and .10 Cert	Base w/>10 Long NO .10 Cert	Base Wage Add >10 Long and .10	Base Wage w/>15 Long NO .10 Cert	Base Wage w/>15 Long Add .10	Base Wage w/>20 Long NO .10 Cert	Base Wage w/>20 Long Add .10	OT -No Long _No .10 Cert	OT No Longevity-Includes .10 Cert	OT w/>5 Long No .10 Cert	OT w/>5 Long Includes .10	OT w/>10 Long No .10 Cert	OT w/>10 Long Includes .10 Cert	OT w/>15 Long No .10 Cert	OT w/>15 Long Includes .10 Cert	OT w/>20 Long No .10 Cert	OT w/>20 Long Includes .10 Cert
13	**90 HR**		Column B x 1.02	Column C + 0.10	1.50%	1.5% + 0.10	0.02	2% + .10	2.5%+.10	2.5% + 0.10	0.03	3% + 0.10	Column C x 1.689	Column D x 1.689	Column E x 1.689	Column F x 1.689	Column G x 1.689	Column H x 1.689	Column I x 1.689	Column J x 1.689	Column K x 1.689	Column L x 1.689
14	FF5B	22.54	22.99	23.09	23.34	23.44	23.45	23.55	23.57	23.67	23.68	23.78	38.84	39.00	39.42	39.59	39.61	39.78	39.81	39.98	40.00	40.17
15	FF5I	22.72	23.18	23.28	23.52	23.62	23.64	23.74	23.76	23.86	23.87	23.97	39.15	39.32	39.73	39.90	39.93	40.10	40.12	40.29	40.32	40.49
16	FF2P	21.80	22.24	22.34	22.57	22.67	22.68	22.78	22.79	22.89	22.90	23.00	37.56	37.72	38.12	38.29	38.31	38.48	38.49	38.66	38.68	38.85
17	FF3P	22.27	22.71	22.81	23.05	23.15	23.17	23.27	23.28	23.38	23.39	23.49	38.36	38.53	38.94	39.10	39.13	39.30	39.32	39.49	39.51	39.68
18	FF4P	22.69	23.14	23.24	23.49	23.59	23.61	23.71	23.72	23.82	23.84	23.94	39.09	39.26	39.68	39.85	39.87	40.04	40.07	40.24	40.26	40.43
19	FF5P	23.15	23.61	23.71	23.96	24.06	24.08	24.18	24.20	24.30	24.32	24.42	39.88	40.05	40.48	40.64	40.68	40.84	40.87	41.04	41.07	41.24
20	Prob Capt	24.30	24.79	24.89	25.16	25.26	25.29	25.39	25.41	25.51	25.53	25.63	41.87	42.04	42.50	42.67	42.71	42.88	42.92	43.09	43.13	43.30
21	Reg Capt	25.47	25.98	26.08	26.37	26.47	26.50	26.60	26.63	26.73	26.76	26.86	43.88	44.05	44.54	44.71	44.76	44.93	44.98	45.15	45.20	45.37