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**AGREEMENT**

**BETWEEN**

**THE CITY OF AKRON**

**AND**

**AKRON FIREFIGHTERS ASSOCIATION, LOCAL #330**

Effective January 1, **2019** through December 31, **2021**

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AGREEMENT  
BETWEEN THE CITY OF AKRON  
AND  
AKRON FIREFIGHTERS ASSOCIATION, LOCAL #330

PREAMBLE

THIS AGREEMENT is entered into by and between the City of Akron, Ohio, hereinafter referred to as the CITY, and Local #330, Akron Firefighters Association, Ohio Association of Professional Firefighters, International Association of Firefighters (AFL-CIO), hereinafter referred to as the UNION.

**ARTICLE 1**

PURPOSE

**1.01** The purpose of this Agreement is to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

**ARTICLE 2**

RECOGNITION

**2.01** The City recognizes the Union as the exclusive bargaining agent and sole representative of all officers in the bargaining unit for the purpose of collective bargaining in any and all matters relating to wages, hours and working conditions.

**2.02** The bargaining unit shall include all uniformed officers of the Akron Fire Department, excluding the Fire Chief and Deputy Chiefs.

**2.03** The City agrees to deduct voluntary contributions to the Union's Political Action Committee, and to immediately remit those contributions to the Union. The deductions will be contingent upon a signed request from the individual and will remain in effect until revoked in writing.

The Union agrees that it will indemnify and save the City harmless from any action growing out of these deductions.



**ARTICLE 3**  
DUES DEDUCTION

**3.01** The City shall deduct on a monthly basis from the salary of each member of the bargaining unit, monthly dues **in an amount determined by the Union, with that** amount immediately remitted to the Union by the City.

**3.02** An employee who does not wish to remain a member of the Union may revoke his/her membership in the Union by completing and submitting a Union Withdrawal Card to the Union by the U.S. Postal Service postmarked between December 1 and December 14. The Union's Constitution and Bylaws govern the employee's membership in the Union and the withdrawal procedure. If an individual who wishes to revoke his or her membership notifies management, management will direct the individual to the Union.

**3.03** Local #330 shall hold the City harmless for any such dues deduction made in accordance with the Agreement.

**ARTICLE 4**  
UNION BUSINESS

**4.01** The Union President shall be assigned to a **forty** (40) hour work week during his/her tenure, and shall be released from regular duty assignment to administer the terms and provisions of this Agreement.

1. The Union President will be given office space in Fire Administration to conduct union business.
2. At the conclusion of his/her term as President, he/she shall either be returned to the shift and assignment he/she held at the time of his/her election to President, or to a mutually agreed upon assignment.
3. A temporary class change may be made to fill in for an absent bargaining unit member who is off work due to union business. The temporary class change may be made if the absence is for less than twenty-four (24) hours.

**4.02** Up to five (5) Union officers shall be released for OAPFF and IAFF conferences. No more than three (3) personnel of the five (5) personnel will be off per shift. The Secretary, Treasurer and Vice Presidents will be released for regular monthly union meetings. The Union will allow a Temporary Class change to cover the release of these officers. Other members may be released from scheduled duties on Union time to attend union conferences, conventions and other similar meetings. Such release shall require one (1) week prior notification, in writing, to the Fire Chief or his designee, who will then contact the appropriate supervisors to secure approval, which will not unreasonably be withheld. No more than a total of six (6) firefighters will be excused at any one time without the written approval of the Fire Chief or his designee; Section **4.03** below may be used to supplement this provision.

**4.03** The Union will be granted twenty-four (24) hours per week for use as paid released time for union activities as designated by the Union. Whenever practical and possible the Union must notify the Fire Administration at least seventy-two (72) hours prior to the anticipated use. The notification should include the amount of released time required and the firefighter who will be using such time on Union business. The Fire Administration will promptly seek the necessary manpower replacement and released time will commence when such replacement is on hand. Such replacement shall not result in the necessity for overtime pay. Any unused time shall be accumulated and carried over.

**4.04** **There shall be** a Benefits Officer, whose purpose is to assist bargaining unit members in benefit administration.

1. The individual chosen for the position will be designated by the Union, with the approval of the Fire Chief.

2. The Benefits Officer shall be assigned to work a **forty** (40) hour work week comprised of a **twenty-four** (24) hour work shift and two (2), **eight** (8) hour shifts per week during his/her tenure, and shall be released from his/her regular duty assignments during the two (2), eight (8) hour shifts to assist members in all matters relating to benefits.

3. The Benefits Officer **may** share office space with the Union President in Fire Administration **or other mutually agreed location** to conduct benefits related

business.

4. If the Benefits Officer steps down from his/her position, he/she will be returned to the position he/she held prior to appointment of Benefits Officer, or to a mutually agreed upon assignment.

**ARTICLE 5**  
MANAGEMENT RIGHTS

**5.01** Except as limited by the terms of this Agreement, the City retains all inherent rights, legal and otherwise, to manage and direct the work force.

**5.02** The Union and the City agree that they have a joint and absolute responsibility to provide uninterrupted and continuous Fire/Medic service to the City of Akron.

**ARTICLE 6**  
CONFLICT

**6.01** Should any part of this Agreement be invalidated by operation of law, or be declared invalid by any tribunal of competent jurisdiction, or be in conflict with state and federal laws, Charter of the City of Akron, or Civil Service Rules and Regulations, such invalidation shall not invalidate the remaining portions, and they shall remain in full force and effect. In such event, and upon written request by either party, the parties shall meet within thirty (30) days to discuss modification of the invalidated provision or provisions of this Agreement.

**ARTICLE 7**  
AMENDMENTS

**7.01** This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying, in writing, to the other party. Negotiations on the proposed amendment shall commence within fifteen (15) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect for the duration of this Agreement.

**ARTICLE 8**

WAGES

**8.01 As set forth below each contract year, all bargaining unit members shall receive the following wage increases:**

<b>2019</b> (effective 12/30/18)	<b>2.00%</b>
<b>2020</b> (effective 01/05/20)	<b>2.75%</b>
<b>2021</b> (effective 01/03/21)	<b>3.00%</b>

Effective January 3, 2021, and prior to the 3.00% increase in the base rate of pay referenced above, all bargaining unit members shall receive increases in their base rate of pay as set forth in Appendix C, "Wage Scale."

**8.02** Any bargaining unit member retiring between January 1<sup>st</sup> of each year and the date of the wage increase will have their final payout reflect the pay increase.

**8.03** All bargaining unit members will be required to have direct deposit of their weekly paychecks. This provision is only applicable to weekly paychecks and does not include additional payouts to bargaining unit members.

**ARTICLE 9**

CLOTHING ALLOWANCE

**9.01** The City shall, for those new employees known as "first year personnel", provide the required uniforms as designated by the Akron Fire Department.

**9.02** Each year the City will provide a clothing allowance account in the amount of six hundred (\$600) dollars to all bargaining unit members at Levinson's, Akron Uniforms, **and Galls. In addition,** each year the City will provide a maintenance allowance check in the amount of four hundred and fifty (\$450) dollars to be paid the third Friday of July. Effective January 1, 2021, the annual maintenance allowance check shall increase to seven hundred and fifty (\$750) dollars, payable the third Friday of July.

**9.03** The City shall continue to provide all required safety equipment including helmet, hood, lined boots, fire coat, gloves, night hitch, and any further safety equipment required in the future.

**9.04** The City agrees to purchase the initial issue of Class "B" uniforms. Any subsequent changes in the uniform will be purchased by the City in the same quantities as the initial issue.

**9.05** The Akron Fire Department shall have a Uniform Committee consisting of three (3) representatives as designated by the Chief of the Fire Department, and three (3) representatives as designated by the President of the Union.

**9.06** Upon request at retirement, a bargaining unit member shall retain his/her Fire Department Issued Badge and Helmet. Any bargaining unit members who leave prior to 25 years of service and is requesting these items shall request permission from the Fire Chief or his/her designee.

**ARTICLE 10**  
**LONGEVITY PAYMENTS**

**10.01** No later than the third pay of February of each year, the City shall pay the following longevity payments based on years of completed service as of December 1<sup>st</sup> of the prior year. Each percentage payment shall be applied to the base maximum annual salary rate for the position of "Firefighter/Medic."

**10.02** The annual Longevity Pay shall be as follows:

Years of Service	Longevity Payment
5 years	(3.5%)
6 years	(3.6%)
7 years	(3.7%)
8 years	(3.8%)
9 years	(3.9%)
10 years	(4.0%)
11 years	(4.1%)
12 years	(4.2%)
13 years	(4.3%)
14 years	(4.4%)
15 years	(4.5%)
16 years	(4.6%)
17 years	(4.7%)
18 years	(4.8%)
19 years	(4.9%)
20 years	(5.0%)

21 years	(5.1%)
22 years	(5.2%)
23 years	(5.3%)
24 years	(5.4%)
25 years	(5.5%)
26 years	(5.6%)
27 years	(5.7%)
28 years	(5.8%)
29 years	(5.9%)
30 years and over	(6.0%)

**Effective in 2021, the annual longevity pay shall be as follows:**

<b>5 years</b>	<b>(2.5%)</b>
<b>6 years</b>	<b>(2.6%)</b>
<b>7 years</b>	<b>(2.7%)</b>
<b>8 years</b>	<b>(2.8%)</b>
<b>9 years</b>	<b>(2.9%)</b>
<b>10 years</b>	<b>(3.0%)</b>
<b>11 years</b>	<b>(3.1%)</b>
<b>12 years</b>	<b>(3.2%)</b>
<b>13 years</b>	<b>(3.3%)</b>
<b>14 years</b>	<b>(3.4%)</b>
<b>15 years</b>	<b>(3.5%)</b>
<b>16 years</b>	<b>(3.6%)</b>
<b>17 years</b>	<b>(3.7%)</b>
<b>18 years</b>	<b>(3.8%)</b>
<b>19 years</b>	<b>(3.9%)</b>
<b>20 years</b>	<b>(4.0%)</b>
<b>21 years</b>	<b>(4.1%)</b>
<b>22 years</b>	<b>(4.2%)</b>
<b>23 years</b>	<b>(4.3%)</b>
<b>24 years</b>	<b>(4.4%)</b>
<b>25 years</b>	<b>(4.5%)</b>
<b>26 years</b>	<b>(4.6%)</b>
<b>27 years</b>	<b>(4.7%)</b>
<b>28 years</b>	<b>(4.8%)</b>
<b>29 years</b>	<b>(4.9%)</b>
<b>30 years and over</b>	<b>(5.0%)</b>

**10.03** If a member retires, resigns or is otherwise separated from service in good standing after December 1<sup>st</sup> and prior to the third pay of February, he/she shall receive his/her earned longevity payment with their final payout check.

**10.04** Should a bargaining unit member leave employment in good standing prior to December 1, but after July 1<sup>st</sup> of the calendar year, said time will be prorated as follows: A bargaining unit member must have worked a full month to earn credit for the hours.

**ARTICLE 11**  
**OVERTIME PAY**

**11.01** Employees shall receive overtime compensation for overtime work performed for the City. However, there shall be no compensation for overtime work in any form or manner except on the advance authorization of the appropriate department head or such person as may be designated by department head to grant such authorization.

**11.02** Continuous Overtime: Any employee who works overtime continuous with his regularly scheduled shift (8, 10, or 24 hours) shall be compensated for such overtime hours worked at the applicable rate, however, no guarantee shall apply. Any and all times worked immediately prior to commencement of the regular scheduled shift shall be paid as continuous overtime.

**11.03** Call Back: All employees who are covered by the terms of this agreement who are called back to work from off duty shall be guaranteed at least four (4) hours of work at the appropriate rate.

**11.04** Computation of overtime will be to the next quarter hour.

**11.05** Every bargaining unit member who is hired on overtime for special events shall be compensated for the actual time worked to the next quarter hour using the following criteria:

1. All members who are hired for special events overtime will be guaranteed a minimum of **two (2)** hours of work.
2. All special events overtime of **four (4)** hours or less will not be charged against the overtime list.

**11.06** Overtime rotation schedules shall be implemented in two categories: **(A) Firefighters Overtime List, and (B) Mobilization of Fire Companies.**

**(A) Firefighters Overtime List**

1. An overtime list shall be established for each classification. Those classifications shall be fire/medic, lieutenant, captain, and district chief.

2. Each member shall be charged on the list for all the hours worked by that member on an overtime basis. However, hours worked on Paramedic Continuing Education, Paramedic Training, Run Reviews, Hazmat Team, Dive Team, Swat Medic Team, Technical Rescue Operations Team, Inspector Updates, Arson Continuing Education, Court Time, **EMT Refresher**, and continuous overtime up to and including one (1) hour, shall be excluded as chargeable hours.

3. If qualified, the senior member with the least amount of charged overtime hours shall be contacted first for overtime work. Overtime for the purpose of twenty-four (24) hour call offs will be as follows:

(a) First twelve (12) hours will be offered to the previous shift of the member reporting off, then the firefighter's overtime list.

(b) The second twelve (12) hours will be hired from the firefighter's overtime list.

4. A member will not be charged for overtime hours refused by the member if this constitutes his/her first refusal. The member will be charged on the second consecutive overtime refusal. A direct order shall not be refused. A member shall not be charged in instances where less than a twelve (12) hour notice is given and the member refuses to work the overtime.

5. New employees or promoted employees shall be placed on the overtime list with the average number of overtime hours in the classification to which they are to be placed.

6. The Union shall be provided with a copy of the updated manpower overtime and non-chargeable overtime list on a monthly basis.

7. The overtime list shall be zeroed on January 1st of each calendar year.



(B) Mobilization of Fire Companies

1. Recall list procedure as follows:

A Shift working - B Shift on recall  
B Shift working - C Shift on recall  
C Shift working - A Shift on recall

2. Firefighters cannot refuse a call-up during mobilization of fire companies.

3. Fire company officers will mobilize their companies.

4. District Chiefs called up during mobilization of fire companies shall report as directed.

5. Officers on call-up must provide means to contact them, normally by keeping their phone posted.

6. Time element must be considered by type of emergency - to expedite an efficient, effective operation. Time element may void the overtime list.

**11.07** A member called in for scheduled overtime for the purpose of training or a court appearance will be guaranteed four (4) hours of overtime work. If the training or court appearance does not last four (4) hours, the member must contact his/her supervisor who will assign the member additional work to complete the four (4) hours. If the training or court appearance does not last four (4) hours and the member refuses the additional work, he/she forfeits all rights to the four (4) hour guarantee and will only be paid for actual hours worked.

**11.08** All training **determined to be mandatory** by the Fire Chief **and attended off duty** will be paid as overtime.

Training time will be paid only for time of classroom and/or hands-on training.

If training is for a week or longer, the Chief or his/her designee reserves the right to reassign a bargaining unit member working a 24/48 hours shift to a forty (40) hour work week. Those members shall be given a minimum of thirty (30) day notice unless mutually agreed upon.

11.09 Voluntary training approved by the Fire Chief will not be eligible for overtime. Members may be released from duty. Registrations, tuitions, and travel expenses may be reimbursed on a case by case basis with consideration to the training topic and financial impact.

**ARTICLE 12**  
COMPENSATORY TIME

12.01 Employees earning overtime may request to receive and use compensatory time in lieu of pay. However, the Department may be notified by the Director of Finance that monetary compensation for overtime work must be discontinued due to fiscal or budgetary deficiencies.

12.02 Employees shall be permitted to accumulate up to four hundred and eighty (480) hours of compensatory time. Employees may use their accrued compensatory time in one (1) hour increments.

12.03 All requests to utilize compensatory time off shall be submitted to the Shift Commander at least seventy-two (72) hours prior to the time being requested off. Requests for compensatory time are subject to approval by the Fire Chief or his/her designee. Compensatory time shall be granted so long as it is submitted within seventy-two (72) hours in advance and does not unduly disrupt the operations of the Fire Department. Compensatory time requests shall not be denied solely on the basis that it may result in overtime.

12.04 Any bargaining unit member whose compensatory time balance exceeds the four hundred eighty (480) hours cap shall be paid for all time exceeding the four hundred eighty (480) hour cap.

12.05 Bargaining unit members shall not be scheduled to take compensatory time off without mutual agreement between the member and supervision.

12.06 Each bargaining unit member may withdraw up to one hundred fifty (150) hours of compensatory time, bonus sick leave, or a combination thereof, for cash payment, subject to the Finance Director's approval. A bargaining unit member requesting to purchase hours must do so by March 31<sup>st</sup> of each calendar year. The City agrees to establish two

(2) pay periods (April and September). Payments shall be made in separate checks. At the time of the request, the bargaining unit member shall designate the specific month or months he/she wishes to receive the payment. There shall be no payments in any months other than those so designated. Fire Chief's designee shall compile a list of all such requests and forward that list to each station. The list shall serve as a means of notification of receipt of requests and shall include the names of those making the request, the date received, and the specific month(s) he/she wishes to receive the payment(s).

**ARTICLE 13**  
INSURANCE

**13.01 Health Insurance**- The City shall provide health insurance coverage to all active employees as provided in Appendix A.

1. Effective January 1, 2019 through July 31, 2019, employees are subject to premium contributions of \$30 per month for individual coverage and \$60 per month for family coverage.
2. Effective August 1, 2019, employees are subject to premium contributions as set forth in Appendix A.
3. Effective January 1, 2020, employees are subject to premium contributions as set forth in Appendix A.
4. Effective January 1, 2021, employees are subject to premium contributions as set forth in Appendix A.

**13.02 Dental and Vision Coverage** - The City will continue to provide dental and vision coverage at no cost to eligible active employees and their eligible dependents, as provided in Appendix A.

**13.03 Life Insurance Coverage** - The City will provide basic life insurance and accidental death and dismemberment benefits to active employees in the amount of \$50,000, at no cost to the employee.

ARTICLE 14  
RETIREE BENEFITS

14.01 Retiree Benefits.

(A) Retiree Supplemental Medical Benefits.

a. The City shall provide eligible retired employees of the Akron Department of Public Safety Fire Division ("IAFF Retirees"), their spouses and dependent children, and widows and widowers with a Supplemental Retiree Medical Benefit ("SRB") which will include access to the same medical plan as the active employees, on a supplemental basis.

b. The SRB does not include coverage that active employees receive under the City's prescription drug plan, but does include reimbursement for prescription drugs not covered by the IAFF Retiree's primary plan for members under 65 years of age.

c. Effective February 1, 2019, IAFF Retirees will be required to pay 50% of the contribution required by active employees, including 50% of any required contribution for spousal coverage.

14.02 Retiree Dental and Vision Coverage: IAFF Retirees, their spouses and eligible dependent children, and widows and widowers, will continue to receive the same vision and dental coverage provided to active employees at no charge to the retiree.

14.03 It is understood that IAFF Retirees are permitted to enroll in the SRB as a qualifying event for a 30-day agreed upon enrollment period.

14.04 Retiree Life Insurance - Retirees are covered for a life insurance benefit based on their retirement date, as set forth in Appendix E.

ARTICLE 15  
SICK LEAVE

15.01 Accrual Rate. Permanent, full-time employees of the bargaining unit who have completed ninety (90) days of service shall be entitled to ten (10) hours of sick time

for each completed month of service. Fire Division employees shall accumulate unused sick leave up to nine hundred sixty (960) hours.

15.02 Granting of Sick Leave.

An employee eligible for sick leave shall be granted such leave with full normal pay when absent for the following reasons:

- (A) Illness, injury, exposure to contagious diseases which could be communicated to other employees, illness or death in the employee's immediate family, and for preventative treatment, under the supervision of a physician or other appropriate professionally trained person, for addiction to, or abuse of, alcohol and drugs. Sick leave will not be granted when illness is caused by intoxication.
- (B) Illness of a member of an employee's immediate family requiring the employee's personal care and attendance. Immediate family shall include:

- |                    |                     |
|--------------------|---------------------|
| Spouse             | Aunt                |
| Grandparent        | Uncle               |
| Grandparent-in-law | Brother             |
| Mother             | Stepbrother         |
| Mother-in-law      | Brother-in-law      |
| Father             | Sister              |
| Father-in-law      | Stepsister          |
| Son-in-law         | Sister-in-law       |
| Daughter-in-law    | Child               |
| Stepchild          | Legal guardian      |
| Stepparent         | or other person who |
| Grandchild         | stands in place     |
| Niece              | of a parent         |
| Nephew             |                     |
- Domestic Partner**

- (C) Where injury leave has been denied or discontinued and the employee must be absent from work for an additional period.

15.03 Employee Responsibility. Fire uniformed personnel experiencing an illness or off-duty injury, or immediate family illness, must report to their immediate supervisor or if that person is not available to dispatch at (330)

375-2122, before the starting time of their shift on the first day of the absence.

**15.04 The responsible appointing administrator of the City may require the employee to furnish a satisfactory affidavit to the effect that his/her absence was due to the foregoing causes.**

**15.05 In order to receive compensation while absent on sick leave, each employee shall make written application for leave of absence and take steps to notify his/her immediate superior of his/her illness, as may be specified by the department head.**

15.06 An employee who becomes ill after reporting to work will be permitted by supervision to go home or to a medical facility. In either instance, except as provided in the Drug Screening Program, the employee will be charged as set forth in Section (A). Management retains the right to request medical documentation for the absence when going home sick from work.

**15.07 When employees use sick leave, the employees' sick leave hours shall be deducted as follows:**

Hours will be deducted at hour for hour for forty (40) hour employees. A multiplier of .8333 times the hours requested will be deducted for forty-eight (48) hour employees.

- a.) An employee **may** request any amount of hours in one (1) hour increments.
- b.) At no time may an employee be charged with more than forty (40) hours of sick time per week.

**15.08 Doctor's Certificate.** Sick leave for **more than** two (2) continuous work days for 24/48 hour shift personnel and more than two (2) continuous work days for forty (40) hour personnel of time **will** require, **in order to receive compensation**, a doctor's certificate. **The employee must submit with his/her request for sick leave: a certificate with a licensed physician stating that such employee was unable during the whole of such absence to perform his/her duties, or submit other satisfactory proof of such illness. Unexcused absences because of alleged illness in excess of two (2) days shall be charged against the annual vacation allowance.**

**15.09 Sick Leave Bonus.** Each employee attaining 960 hours of sick leave prior to each calendar quarter (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>), shall accrue one (1) additional day (eight (8) hours) of sick leave at the end of the quarter provided the employee ends the quarter with 960 hours of sick leave.

Maximum amount of bonus sick leave an employee may earn in each calendar year is four (4) days or thirty-two (32) hours.

Each employee will receive a pay-out of one-half (1/2) of the bonus sick leave accrued during each calendar year in February of the following year. The remaining bonus sick leave will be placed in the employee's bonus sick leave bank and paid out according to **Section 15.10**.

All remaining bonus sick leave earned prior to June 1, 2010, will be placed in the employee's bonus sick leave bank and paid out according to **Section 15.10**.

**15.10** The total of all such accumulated unused sick leave benefits will be paid upon retirement, death or disability at member's current rate of pay at time of disbursement.

**15.11** If any dispute shall arise between the City of Akron administration's designated physician and any bargaining unit employee's attending physician as to whether such employee is, or whether such employee continues to be disabled so as to entitle him/her to injury leave or sick leave benefits, it shall be resolved by the following process:

The administration's designated physician and the employee's attending physician shall select a third physician for examination of the employee. The third physician, after examination of the employee and consultation with the other two physicians, shall decide such question. The City of Akron and Local 330 will split the cost of the third physician.

**ARTICLE 16**  
**FUNERAL LEAVE**

16.01 In case of a death in the immediate family, a bargaining unit member on duty shall be released without delay **and with no loss in pay. Employees working a forty-eight (48) hour work week shall be granted twenty-four (24) hours of paid bereavement leave (not including time released from duty). Employees working a forty (40) hour work week shall be granted three (3) work days of paid bereavement leave (not including time released from duty).** If needed, the employee shall also have the right to use up to forty-eight (48) hours of compensatory time, bonus sick leave, holiday time, sick leave or to reschedule up to a maximum of two (2) of his/her next **Kelly Days** during that period of time he/she is off. The bargaining unit member may specify what bank his/her time shall come from upon returning to work. This time shall not be denied for any reason.

16.02 For purposes of **funeral** leave eligibility, the bargaining unit member's immediate family shall be defined as follows:

Spouse	Aunt
Grandparent	Uncle
Grandparent-in-law	Brother
Mother	Stepbrother
Mother-in-law	Brother-in-law
Father	Sister
Father-in-law	Stepsister
Son-in-law	Sister-in-law
Daughter-in-law	Child
Stepchild	Legal guardian or other
Stepparent	person who stands in place
Grandchild	of a parent
Niece	Nephew
<b>Domestic Partner</b>	

Those individuals defined as immediate family do not have to live in the member's household to determine eligibility.



## **ARTICLE 17**

### **TRADES**

**17.01** There are hereby established **three (3)** classes of trades for those bargaining unit members working a forty-eight (48) hour schedule:

1. Regular Trades
2. Emergency Trades
3. **Self-Trades (Kelly Days)**

**17.02** On January 1<sup>st</sup> of each calendar year, bargaining unit members will have five hundred (500) hours of regular trade hours and one hundred (100) hours of emergency trade hours credited to him/her. Each trade an individual is involved in reduces his/her total hours in the appropriate category by the number of hours he/she is off. For emergency trades, only the originator's time is charged to his/her emergency hours. The participant's hours are charged to his/her regular hours. A bargaining unit member may not make a trade if there are not sufficient hours in his/her bank. There shall not be any carry-over of unused hours to the following calendar year. Trades shall not have the effect of requiring the payment of overtime.

**17.03** All trades for 24/48 hour employees are subject to the approval of the Company Officer and the Battalion Commander/Shift Commander. If a trade is disapproved, the individuals must be notified of the reason, in writing, of the disapproval. All trades for forty (40) hour employees are subject to the approval of the Bureau Manager. If a trade is disapproved, the individuals must be notified of the reason, in writing, of the disapproval.

**17.04** All trades must be paid back prior to the end of the calendar year in which the trade was initiated except as follows: Any trade initiated for a date on or after November 1<sup>st</sup> must be paid back within ninety (90) days of that date.

**17.05** Trades may only be originated with a minimum of seventy-two (72) hours notice by the employee, except emergency trades. However, emergency trades require the paperwork to be completed with all signatures and dates no later than seventy-two (72) hours after the emergency date.

**17.06** The following Trades may only be completed:

Citywide - District Chiefs  
Citywide - Captains  
Citywide - Lieutenants  
Citywide - Firefighters  
Citywide - Paramedics

No trade shall interfere with the following types of training:

1. Emergency Medical Training (EMT)
2. Paramedic

**17.07** Bargaining unit members working a forty (40) hour work week on a four (4), ten (10) hour day schedule are eligible to make trades. Within each quarter of the calendar year, a bargaining unit member may work up to four (4) of his/her scheduled days off and then take those days off within the same quarter. All trades are subject to proper bureau staffing and the approval of the Fire Chief or his/her designee. If a trade is disapproved, the individual must be notified, in writing, of the reason for disapproval.

**17.08** Arson Bureau personnel may make the following:

Two (2) emergency **Kelly** Day trades with themselves. Working one (1) of the next two (2) scheduled **Kelly** Days will pay these trades back.

**17.09** Once a written trade request has been approved, the employee is responsible for the shift traded for and is absolved of any responsibility for the shift traded from. If an employee's service ends, any trade hours he/she has not paid back will be deducted from his/her terminal leave. **Any trade hours owed to the employee will be cancelled.**

**17.10 Self-Trades.** Bargaining unit members may make four (4) Kelly Day trades with themselves annually, limited to one (1) Kelly Day trade per calendar quarter. Working one (1) of their previous two (2) or next two (2) scheduled Kelly Days will pay the Self-Trades back.

Requests for Self-Trades must be received seventy-two (72) hours in advance and shall not have the effect of creating overtime. Granting or denial of requests shall be provided no more than one hundred forty-four (144) hours in advance of the time requested. Granting or denial of request for self-trades on the Holidays recognized under Article 25,

Section 25.02 shall be provided no more than seventy-two (72) hours in advance of the time requested.

Trade papers must be filled out and signed. Only one (1) Self-Trade may be scheduled at a time. Once approved, Self-Trades can only be cancelled by mutual consent. Self-Trades are restricted by class to the following off per day:

Captains:	1
Lieutenants:	1
Firefighters:	2
Paramedics:	1

**ARTICLE 18**  
**HOURS OF EMPLOYMENT**

**18.01**      Forty (40) Hour Work Week

(A) Bargaining unit members permanently assigned to a forty (40) hour work week schedule shall work either **five** (5), eight (8) hour days, Monday through Friday, or four (4), ten (10) hour days, Monday through Friday.

Employees who choose to work ten (10) hour days shall select their scheduled day off, by seniority, utilizing every day Monday through Friday, and no more than one-half can be off on any given day for all other leaves combined, except by mutual agreement.

**(B)** By written, mutual agreement between the bargaining unit member and the Fire Administration, an employee's scheduled day off may be exchanged with a regular workday.

Bargaining unit members permanently assigned to a forty (40) hour work week schedule shall work between the hours of 7:00 a.m. and 5:00 p.m.

**(C)** Fire/Medics choosing a four (4) day, ten (10) hour work schedule shall be governed in the following manner:

1. Overtime shall not be paid for those hours worked in excess of eight (8) hours/day, but less than ten (10) hours/day. Hours worked in excess of ten (10) hours/day or forty (40)

hours/week, shall be compensated at the **overtime** rate of time and one-half (1½ X) their hourly rate of pay (**40-hour rate**).

2. All deductions from any leave accumulation shall be equal to the work schedule chosen by the bargaining unit member.

#### **18.02 Forty-Eight (48) Hour Work Week**

- (A) All bargaining unit members not assigned to a forty (40) hour work week shall be assigned to a forty-eight (48) hour work week in a three (3) platoon system of twenty-four (24) hours of continuous duty commencing at 07:30 a.m., followed by forty-eight (48) continuous off-duty hours.
- (B) The City may permanently assign a District Chief to work a forty-eight (48) hour swing shift. Under such assignment, the District Chief may work any twenty-four (24) hour shift assigned, as long as the District Chief averages forty-eight (48) hours per week. In such case, the District Chief will not be considered to be "cross-shifting."

#### ARTICLE 19

#### **KELLY DAYS**

**19.01** In order to maintain the forty-eight (48) hour work week, every seventh (7<sup>th</sup>) scheduled working tour shall be a twenty-four (24) hour continuous off-duty period to be known as a **Kelly Day**. The **Kelly Day** required to maintain the forty-eight (48) hour work week shall not be lost to any employee by reason of conflict with vacation or holidays.

Bargaining unit members shall submit **Kelly Day** bids, in writing, to their supervisor no later than the first Sunday in **September**. **Kelly Days** will be awarded by **September 15**. Bargaining unit members, **on their Kelly Day bid sheet**, shall declare whether they intend to bank or schedule their holidays.

Per **Article 22**, "Scheduling of Vacations and Holidays", **Section 22.02**, bargaining unit members shall submit first round holiday and vacation bids, in writing, to their supervisor by the first Sunday in **October**.

**19.02** After holiday and vacation bidding is complete, any bargaining unit member that loses **Kelly Days** as a result of holiday and vacation bidding shall either be permitted to bid on the time off from the remaining empty slots or be **paid** for twenty-four (24) hours per each **Kelly Day** lost.

Bargaining unit members shall submit, in writing, to their supervisor at the conclusion of vacation and holiday time-off bidding the total number of **Kelly Days** they have lost and the number of those lost **Kelly Days** that the member intends to schedule off.

**19.03** Administration will calculate how many days are left from the vacation periods available and calculate how many lost **Kelly Days** are owed. If the **Kelly Days** owed exceed the days that are available, an extra person per week will be added to accommodate the extra days needed. (Ex. If after bidding of vacation and holidays there are thirty (30) open days but there are thirty-six (36) **Kelly Days** owed, an extra week will be open only until six (6) days are taken and then be closed.)

Per Article 22, Section 22.05, days open for lost **Kelly Days** bids will be bid according to seniority by hiring date within the Fire Department. Days will be bid two (2) at a time. The days do not need to be consecutive. **Kelly Days** lost as a result of vacation or holiday bidding shall not be used as one (1) of the fifteen (15) allowable banked vacation weeks. **Kelly Days** shall not be banked as vacation time. Members are not permitted to bank any week of vacation time that has lost **Kelly Days** that the member had already received the time off. If a member banks a week of vacation that has a lost **Kelly Day** that is yet to be granted, the member forfeits that lost **Kelly Day**.

A bargaining unit member's failure to comply with the above guidelines will result in a member bidding their **Kelly Days** or vacation/holiday periods from the remaining open periods. There shall be no re-bidding due to a member's failure to comply with the above guidelines.

**19.04** If a firefighter is on extended sick or injury leave beyond (1) one week and a Kelly Day or Days falls within the sick or injury leave period the computation of 3.4 hours per day worked prior to reporting off will be used for reimbursement of the employee for lost **Kelly Day** time.

**19.05** Any bargaining unit member who is temporarily assigned to forty (40) hours for purpose of training and whose **Kelly Day** falls within that period shall not lose that **Kelly Day** and shall be given a full **Kelly Day** at a later date.

**19.06** Bargaining unit members shall not lose a **Kelly Day** if such day occurs while the member is on Military Leave. **Such time shall be rescheduled by mutual agreement or paid.** The maximum time an employee may receive for each **Kelly Day** lost is twenty-four (24) hours.

## **ARTICLE 20**

### **HOLIDAYS**

**20.01** Effective January 1, 2019, and through 2020, each bargaining unit member will be awarded one hundred seventy-two (172) hours of **Holiday Time** for all holidays for the calendar year in their Holiday Bank each January. Effective January 1, 2021, and each year thereafter, each bargaining unit member will be awarded one hundred fifty-two (152) hours of **Holiday Time** for all holidays for the calendar year in their Holiday Bank each January.

**20.02** Bargaining unit members assigned to the forty-eight (48) hour work week shall have the option of using up to a maximum of ninety-six (96) hours of **Holiday Time** each year as time off. **Members may bid up to ninety-six (96) hours of Holiday Time as time off in forty-eight (48) hour increments during the vacation bidding process in the previous fall. Members have the option of reserving up to ninety-six (96) hours of unbid Holiday Time for use as time off (in minimum one (1) hour increments). Requests for unbid Holiday Time must be submitted at least seventy-two (72) hours in advance and shall not have the effect of creating overtime. Granting or denial of requests shall be provided no more than one hundred forty-four (144) hours in advance of the time requested. Granting or denial of requests for the Holidays recognized under Section 20.06 shall be provided no more than seventy-two (72) hours in advance of the time requested. Unbid Holiday Time must be**

used prior to the end of November.

**20.03** Bargaining unit members assigned to the forty (40) hour work week shall have the option to schedule up to **eighty (80) hours off (in minimum one (1) hour increments)** throughout the year with management's approval.

Bargaining unit members assigned to the forty (40) hour work week will receive New Year's **Day**, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, and Christmas off without an hours reduction from their **Holiday Bank**.

**20.04** During the month of **April**, members will be paid for unused, unscheduled, or unreserved **Holiday Time** in their **Holiday Bank**. During the month of December, members will be paid for any reserved **Holiday Time** that was not used prior to the end of November.

**20.05** When members leave employment with the City, any **Holiday Time** remaining in their bank shall be added to their final payout.

**20.06** **Holiday Pay.** Bargaining unit members scheduled to work on the holidays listed below will receive premium pay in the amount of 50% over their normal straight time rate as currently calculated on a forty (40) hour work week and only for those hours worked during the holiday. New Year's Day, Christmas Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, President's Day, Columbus Day, Veteran's Day, Akron Fire Department Memorial Day, and Martin Luther King, Jr. Day.

Only firefighters scheduled to work such holidays shall be eligible to receive premium pay.

**Holiday Pay** shall be granted in addition to the excused time for the above holidays.

For all forty (40) hour employees, any of the above holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday shall be observed on the following Monday, which shall be considered the holiday for the purposes of **Holiday Pay**.

**20.07** To be entitled to pay for the holiday enumerated, the employee must be on a paid status the scheduled workday preceding the holiday as well as the schedule workday

following the holiday or take a furlough day on the scheduled workday before and/or after the holiday. For Holiday pay purposes, if an employee receives permission from supervision to attend union conferences, meetings, and seminars, such day off shall not be defined as a scheduled workday. In the event that the employee works less than the full scheduled workday on the day which precedes or follows the holiday, holiday pay will be adjusted downward to correspond with the least number of hours worked on either of such days preceding or following the holiday, whichever is lesser.

ARTICLE 21  
VACATIONS

21.01 Vacations with pay are granted to employees of the City as a reward for service, as an incident of employment, and as an incentive for continued service. Every permanent full-time employee shall be entitled to vacation with pay each year according to the following schedule of currently continuous service immediately prior to January 1 of that year:

(A) New employees whose starting date is prior to the sixteenth day of the month may be credited, subject to the following limitations, with one (1) day of vacation for that month. If the employee has completed at least ninety (90) days in the preceding year, but less than one (1) full year, one (1) day for each completed month of service, but not more than two (2) calendar weeks shall be credited. If an employee has not completed ninety (90) days of employment during the calendar year, he shall receive in the following calendar year credit for the vacation earned in the previous year at the rate of one (1) day per month, but not more than three (3) days in total.

(B) If the employee has completed at least one (1) full year, two (2) calendar weeks shall be credited.

(C) If the employee has completed more than six (6) years, three (3) calendar weeks shall be credited.

(D) If the employee has completed more than twelve (12) years, four (4) calendar weeks shall be credited.



(E) If the employee has completed more than twenty (20) years, five (5) calendar weeks shall be credited.

Employee shall also be eligible for vacations during the second half of the year in accordance with the above schedule when the appropriate number of years of currently continuous service is reached by July 1 of that year.

Time absent on leave without pay of more than sixteen (16) consecutive days or during layoff shall reduce the employee's vacation right for the year following in the proportion that such time absent bears to a full year, and such time absent shall be deducted in computing the total amount of currently continuous service, but shall not otherwise be regarded as an interruption of such service.

Time in military service shall not be taken into consideration in calculating vacation accrual if the employee returns to City employment within a reasonable time following service in the uniformed service as set forth by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, if such period of services is less than five (5) cumulative years except as otherwise provided by Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

21.02 The current rate of pay of a salaried employee shall determine his vacation pay rate.

An hourly worker shall receive, for each week of vacation granted, an amount equal to forty (40) times his/her current hourly rate of pay at the time of vacation.

In computing vacation time, legal holidays shall not be counted.

21.03 A permanent employee separating in good standing from City employment shall be credited with such unused vacation time as his/her service in the year prior to his/her separation and in the current year entitles him/her to receive.

21.04 Vacations shall be taken only as scheduled or approved by the division head, who shall compose during the first quarter of each year, a vacation schedule which schedule shall be accommodated as far as possible to the convenience of employees but which shall assure the continuity of the division's work throughout the year.

Division heads shall schedule their own vacation periods only as approved by the heads of their respective departments. Not more than three (3) consecutive weeks shall be taken by any employee without the approval of the department head.

21.05 In the event a permanent salaried or hourly employee of the City resigns, retires or dies, such employee or his/her estate shall be credited with such unused vacation time as his/her service in the year prior to his/her death and in the current year entitles him/her to receive, and such employee or his/her estate shall be paid for any unused vacation as of his/her last working day.

**ARTICLE 22**  
**SCHEDULING OF VACATIONS AND HOLIDAYS**

22.01 Vacations and Holidays shall be granted according to the **terms of this Agreement**.

22.02 Vacations and holidays shall be scheduled according to seniority by means of a bid system beginning the first **Sunday of October** as follows:

First Round - Two (2) weeks vacation or holidays which can be split.

Second Round - Two (2) weeks vacation or holidays which can be split.

Third Round - Two (2) weeks vacation or holidays which can be split.

Fourth Round - Remaining vacation or holidays.

22.03 Prior to bidding vacation and holiday periods, the year shall be divided into fifty-two (52), one (1) week periods, beginning the first full week in January.

Any bargaining unit member selling holidays must declare before the beginning of the bidding process.

Holidays that are sold by bargaining unit members may not be used in calculating the number of bargaining unit members allowed off each week.

**22.04** After the totaling of all vacations and holiday time available for each classification on each shift, the following formula will be used to determine the number of individuals allowed off each week throughout the year.

1 to 52	weeks	----	1 bargaining unit member/week.
53 to 104	weeks	----	2 bargaining unit members/week.
105 to 156	weeks	----	3 bargaining unit members/week.
157 to 208	weeks	----	4 bargaining unit members/week.
209 to 260	weeks	----	5 bargaining unit members/week.
261 to 312	weeks	----	6 bargaining unit members/week.
313 to 364	weeks	----	7 bargaining unit members/week.
365 to 416	weeks	----	8 bargaining unit members/week.
417 to 468	weeks	----	9 bargaining unit members/week.
469 to 520	weeks	----	10 bargaining unit members/week.
521 to 572	weeks	----	11 bargaining unit members/week.
573 to 624	weeks	----	12 bargaining unit members/week.

**22.05** Seniority by hiring date within the Fire Department shall be the determining factor in the bid order, for vacations, holidays and Kelly Days. Bidding for vacations, holidays and Kelly Days shall be in separate groups as follows:

1. District Chief
2. Captains
3. Lieutenants
4. Firefighters
5. Paramedics

**22.06** After the bidding for Kelly Days, holidays, and vacations is completed, no change shall be made in the individual's Kelly Days, vacations, or holidays by reason of a transfer, except by mutual agreement.

**22.07** The first week of the year shall be labeled as Holiday period.

**22.08** Members of the bargaining unit shall be permitted to bank up to a maximum of fifteen (15) weeks of vacation at any time during their employment. It is understood that said member may bank up to his/her entitlement in any one (1) year, effective upon signing the agreement. **Banked vacation may only be used by permission of the Fire Chief.**

A bargaining unit member who has already scheduled his/her vacation, and chooses to bank the vacation shall notify his/her Shift Commander or Bureau Manager at least thirty

(30) days prior to the established vacation period. Failure to notify his/her Shift Commander or Bureau Manager within the time period indicated will constitute the bargaining unit employee forfeiting his right to bank the vacation.

**22.09** Bargaining unit members who are permanently assigned to a forty (40) hour work week may take up to two (2) weeks of vacation, one (1) day at a time, provided the member is entitled to three (3) weeks of vacation.

Bargaining unit members who are permanently assigned to a forty (40) hour work week may take up to three (3) weeks of vacation, one (1) day at a time, provided the member is entitled to four (4) weeks of vacation.

Upon completion of the vacation bid, individuals will be allowed to bid their holidays.

## **ARTICLE 23**

### **GRIEVANCE AND ARBITRATION**

**23.01** Definition: A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement, and which involves the meaning, interpretation or application of this Agreement.

**23.02** Both parties agree that all grievances should be dealt with promptly, and every effort should be made to settle grievances as close to the source as possible.

Should the City fail to comply with the time limits herein, the Union may appeal immediately to the next step. Should the Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be extended by mutual consent.

**23.03** The word "day" shall mean calendar day, excluding Saturdays, Sundays and legal holidays, for the purpose of this Article. The following procedure shall be utilized when a grievance is initiated by an employee, a group of employees, or the Union:

STEP 1:

A grievance must be presented orally to the appropriate immediate supervisor within five (5) days of occurrence or within five (5) days after it has become known to the employee. The supervisor shall have three (3) days following such presentation to submit his oral response. The employee shall be accompanied by a Union representative if he/she so requests.

STEP 2:

If the grievance is not settled at the first step, the Union or the aggrieved may reduce the grievance to writing. The written grievance must be presented to the Shift Commander or Bureau Manager within five (5) days after receipt of the STEP 1 answer. The Shift Commander or Bureau Manager shall reply, in writing, within five (5) days after receipt of the written grievance.

STEP 3:

If the grievance is not settled at STEP 2, the Union may appeal, in writing, to the Fire Chief. Such appeal must be submitted within five (5) days after receipt of the STEP 2 reply. The Fire Chief or his/her designee shall reply, in writing, within five (5) days after receipt of the appeal.

STEP 4:

If the grievance is not settled at STEP 3, the Union may appeal, in writing, to the Deputy Mayor for Labor Relations. Such appeal must be submitted within seven (7) days after receipt of the STEP 3 reply. The Deputy Mayor or his/her designated representative shall meet within fourteen (14) days with the Union to attempt to resolve the grievance. The Deputy Mayor shall reply to the Union, in writing, within ten (10) days following such meeting.

STEP 5:

If the grievance is not resolved at STEP 4, either party may within ten (10) days after the decision of the Deputy Mayor, certify, in writing, to the other party its intent to submit the grievance to arbitration.

**23.04** Any time limits herein may be extended by mutual agreement.

**23.05** Arbitration:

1) Selection

The parties shall have five (5) days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.

2) Hearing Time

The arbitrator shall schedule a hearing within thirty (30) days of notification at a time and place convenient to the parties.

3) Jurisdiction

The arbitrator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He/She shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

4) Binding Both Parties

The decision of the arbitrator shall be in writing and binding on both parties.

5) Cost-Sharing

All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.

**ARTICLE 24**  
RETIREMENT

**24.01** Early Retirement: Members of the bargaining unit who retire at or after age forty-eight (48) with twenty-five (25) years of service credit or other retirement approved by the Pension Board shall be provided all benefits as if he/she retired under a full pension.

**ARTICLE 25**  
SUNDAY AND HOLIDAY WORK

**25.01** Sundays shall be limited to regular rig maintenance and regular station house work only. Any other outstanding work will be held over to another workday.

**25.02** The following holidays shall be limited to regular maintenance and regular station house work only:

1. New Year's Day
2. Martin Luther King, Jr.'s Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. The Day after Thanksgiving
8. Christmas Day

**25.03** Those holidays observed by the City of Akron that are not listed under Section 25.02 of this Article shall be considered a normal work day for the purpose of scheduling work in addition to regular station house work and regular rig maintenance.

**ARTICLE 26**  
SENIORITY

**26.01** Whenever a permanent vacancy exists in a company or bureau and the Chief of the Fire Department chooses to fill said vacancy, it shall be posted within seven (7) days of the position becoming vacant and for an additional two (2) weeks after the vacancy occurs. Within forty-five (45) days from the date of the posting of the vacancy, the vacancy shall be awarded to a bargaining unit member. For the

purposes of this **Article**, permanent vacancy shall occur as a result of retirement, resignation, death, dismissal, promotion, **demotion, or transfer out of the Akron Fire Department. Individuals on probation are prohibited from bidding posted vacancies.**

**26.02** In order to make all bureau assignments equally available to all bargaining unit members, the Fire Administration shall establish and maintain a list of qualifications for each bureau. The lists shall be made available to any bargaining unit member upon his/her request. Any changes in or additions to the established qualifications shall be sent to all fire stations as an informational bulletin whenever such change takes place.

**26.03** The awarding of a permanent vacancy in a bureau to a bargaining unit member shall be based on whether the individual is qualified according to skill, ability and work performance with other members in the department who requested, in writing, such assignment. Seniority shall no longer be the determining factor in awarding a permanent vacancy in a bureau. In the event there are no bids for a posted vacancy, the least senior qualified individual in the classification affected may be awarded the position unless re-bid at a later date. No bargaining unit member shall be transferred more than once to fill an un-bid vacancy within two (2) years. If further un-bid vacancies need to be filled they shall be awarded to the next qualified least senior members in order. Awarding of the position to the least senior qualified individual does not negate the individual's right to bid out of the position.

**26.04** The awarding of a permanent vacancy in a company shall be based on seniority, if otherwise qualified, with other members in the department who requested, in writing, such assignment. In the event there are no bids for a posted vacancy, the least senior qualified individual in the classification affected may be awarded the position unless re-bid at a later date. No bargaining unit member shall be transferred more than once to fill an un-bid vacancy within two (2) years. If further un-bid vacancies need to be filled they shall be awarded to the next qualified least senior members in order. Awarding of the position to the least senior qualified individual does not negate the individual's right to bid out of the position.



**26.05** For purposes of this Article, seniority shall be defined as total continuous service in the Division of Fire. If a tie occurs, test scores of the individuals shall prevail.

**26.06** Posted vacancies shall list minimum qualifications needed to bid said vacancies.

Seniority shall no longer be the determining factor in awarding any permanent vacancy to a District Chief.

**26.07** Written requests for any vacancies may be made at any time and such requests will be confirmed, in writing, to said individual requesting such transfer, and will be retained until December 31<sup>st</sup> of the calendar year in which the request **was** made.

**26.08** Whenever a member of the Division of Fire is transferred, by reason of being the successful bidder for a permanent vacancy, he/she shall not exercise his/her seniority for purposes of selecting a vacancy of his/her preference, for **one (1) year** after such transfer. In addition, the member may not be transferred for **one (1) year after such transfer**.

**26.09** Bargaining unit members who are awarded through the bid process any of the following positions **or obtain team certification after being awarded the bid**, shall be prohibited from bidding **or transferred** for **two (2) years from bid award unless mutually agreed upon**.

1. Hazardous Materials Team.
2. Dive Team.
3. Technical Rescue Operations Team.
4. Swat Medic Team.

**26.10** When a bargaining unit member retires, dies, or is otherwise separated from the Akron Fire Department, the City will notify Local 330 of that member's last day of employment.

## **ARTICLE 27**

### TRANSPORTATION BETWEEN STATIONS

If a bargaining unit member of the Fire Division must fill in at another station while on duty, the Fire Division shall provide transportation to the new duty station when

possible. Should transportation be unavailable, then a reasonable amount of time will be allotted to get from station-to-station by whatever means the member chooses. The member may, if he/she so chooses, drive his/her own vehicle. Said mode of transportation shall be at the member's expense and without reimbursement.

Should a bargaining unit member not have transportation, he/she shall be released from his/her company one-half (½) hour prior to the end of his/her scheduled shift, for the purpose of returning to his/her original duty station.

If the company is unable to release the member one-half (½) hour prior to the end of the scheduled shift, then the Shift Commander will be notified in order to provide return transportation back to the original duty station.

## **ARTICLE 28**

### **UNION REPRESENTATION**

**28.01** If a bargaining unit member is called into a disciplinary hearing, the member shall be afforded Union representation. The Union shall receive notification prior to such inquiry or hearing. Such notification will contain the subject, date and time of the meeting, any allegations or charges pending or anticipated against the member and the basic facts of the incident.

**28.02** At any time an employee is questioned that may end in a disciplinary action the employee shall have Union Representation.

**28.03** It is recognized that Local #330, Akron Firefighters Association, is the sole representative of all bargaining unit members. If any other individual, other than the individual so designated by the Union, wishes to attend the inquiry on behalf of the bargaining unit member, he/she must receive the permission of the Union President before being allowed to attend said inquiry.

## **ARTICLE 29**

### **PARAMEDIC PROGRAM**

**29.01** Bargaining unit members regularly scheduled to work as Paramedics in the EMS Program and those individuals required to maintain their certification as Paramedics shall be

granted a maximum of one hundred and sixty-four (164) hours annually, outside their normal work schedule to maintain the highest level of skill necessary to perform paramedic work. For the purposes of maintaining certification, forty-four (44) hours shall be mandatory, with the remaining one hundred and twenty (120) hours as optional hours. If during the calendar year it becomes necessary to increase the mandatory hours in excess of forty-four (44) hours, those hours may be charged to the paramedic's optional hours, if available, for that year.

**29.02** Paramedics shall be permitted each quarter to use thirty (30) hours of their optional time for the purpose of continuing education.

**29.03** The Chief may order a paramedic to train during hours outside the individual's work schedule, if the administration of the Fire Department decides such training is necessary for the individual to improve those skills he/she may be deficient in. Any member who fails a required course shall complete the course at no additional cost to the City.

**29.04** Starting the 2<sup>nd</sup> Friday of October, 2016, and every 2<sup>nd</sup> Friday of October thereafter, the City shall pay a retention bonus to be deducted from the members one hundred sixty-four (164) hours of continuing education to each Paramedic who has achieved a minimum of eight (8) years as a Paramedic. The retention bonus shall be paid as follows:

(A) The retention bonus shall be **five** (5) hours of premium pay at the Paramedics permanent rate of pay for every year achieved past **eight** (8) years as a Certified Paramedic.

(B) An example would be a Paramedic who has completed **eight** (8) years as a Certified Paramedic prior to the 2<sup>nd</sup> Friday of October shall receive a **five** (5) hour premium pay check on the 2<sup>nd</sup> Friday of October, **ten** (10) hours after their 9<sup>th</sup> year of service, fifteen (15) hours after ten (10) years, twenty (20) hours after eleven (11) years and so forth.

(C) The maximum number of hours to be paid as a retention bonus shall be forty (40) hours and shall be deducted from the Paramedic's one hundred and sixty-four (164) hours of continuing education.

**29.05** When paramedic classes graduate, those graduates shall enter the Paramedic Program. Active paramedics may request to exit the Program. However, prior to the request, the paramedic must have been in the Paramedic Program a minimum of **eight (8) years**.

Paramedics will be allowed to exit the program on the first Sunday of **September** according to the following criteria. There will be no release from the Paramedic Program when the number of active paramedics is at or below 130. There will be a maximum of six (6) paramedics released when the number of active medics is between 131 - 150. When the number of active paramedics is in excess of 150, the maximum number released will be six (6) plus the number in excess of 150. All requests to exit the Paramedic Program shall be submitted to the Chief or Bureau Manager of EMS by the first Sunday of August and shall include the paramedics' preference to be assigned or not to be assigned to a Combo-Company.

For purposes of time served in the Paramedic Program: If an employee is hired as a Paramedic, their entry date into the Paramedic Program shall be their day on the assigned company. For those employees who earn their paramedic certification while working for the Akron Fire Department, their time will start coinciding with the date on their State of Ohio Paramedic Card.

**29.06** Members of the Combination Companies may be rotated out of such companies either by an order of the Chief or if an individual requests such transfer. Requests for transfer will be governed by the Union Seniority Bidding System.

**29.07** All paramedics who have been released from paramedic duty under the above provisions will have the option to be assigned to a Combo-Company or to not be assigned to a Combo-company for a period of six (6) months following release from the Paramedic Program. However, the option to not be assigned to a Combo-Company shall not apply for trades and out-of-station fill-ins.

**29.08** Professional complaints shall be handled in accordance with Akron Fire Department Paramedic protocol.

**ARTICLE 30**  
**SPECIALTY TEAMS**

**30.01** Certified bargaining unit members assigned to the Hazardous Material Team, Technical Rescue Operations Team, Water-Rescue Dive Team, **or the Tactical EMS ("TEMS") Team** shall have **forty-eight (48)** hours made available to them annually **based on available funds and at the Fire Chief's discretion.** Those hours shall be scheduled outside the member's normal work schedule and shall be made available for the purpose of allowing the members to maintain the highest level of skill necessary to perform their assignment.

**ARTICLE 31**  
**LABOR MANAGEMENT COMMITTEE**

**31.01** To provide for a means of better communication and understanding between the Akron Firefighters Association and management in the Akron Fire Department, a Labor Management Committee shall be established.

**31.02** The Committee will consist of no more than three (3) representatives of the Akron Firefighters Association and three (3) representatives as designated by the Fire Chief.

**31.03** The Committee will meet on a quarterly basis unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern. Individual grievances will not be a subject matter for discussions at these meetings.

**31.04** Meetings will be held at a mutually agreeable time between the parties.

**31.05** At least one (1) week prior to the meeting each party will submit, in writing, specific discussion items.

**31.06** The President of the Akron Firefighters Association will notify the Fire Chief as to the Association's representatives.

**31.07** Within sixty (60) days after the signing of this agreement, the Committees shall be established.

**ARTICLE 32**  
**"ON CALL" PAY**

**32.01** Employees assigned to a Bureau, who are placed on an "on call" status during the weekdays, shall receive compensation at the rate of two (2) hours, at time and a half (1½ X).

**32.02** Employees assigned to a Bureau, who are placed on an "on call" status during weekends, shall receive compensation at the rate of four (4) hours, at time and a half (1½ X).

**32.03** If an employee is called in while on call on a weekday, he/she will not receive any additional compensation if the call-in is for less than two (2) hours.

**32.04** If an employee is called in while on call on a weekend, he/she will not receive any additional compensation if the call-in is for less than four (4) hours.

**ARTICLE 33**  
**NON-DISCRIMINATION CLAUSE**

**33.01** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, race, sex, color, creed, national origin, marital status, political affiliation, sexual orientation, disability, or Union membership.

**33.02** All reference to employees in this Agreement shall designate both sexes. Wherever the male gender is used it shall be construed to include male and female employees.

**ARTICLE 34**  
**DRUG TESTING**

**34.01** Both the City of Akron and the Union recognize illegal drug usage as a threat to the safety and welfare of the citizens of Akron, as well as to the employees of the Fire Division. As outlined in Appendix **B** of this Agreement, the City of Akron and the Union have agreed to a Drug Testing Program that will take the necessary steps to eliminate illegal drug usage and rehabilitate any drug offenders.

**34.02** Training will be held semi-annually across all **four (4)** shifts, informing bargaining unit members of the options and benefits available to them in respect to substance abuse.

### **ARTICLE 35**

#### PHYSICAL FITNESS TRAINING

**35.01** All bargaining unit members will be required to participate in annual physical agility testing. The testing will be done as a training module on the member's shift. Each bargaining unit member shall receive a copy of the Physical Agility Program.

**35.02** All bargaining unit members shall receive an annual check of \$300.00 as an incentive to maintain their personal physical fitness. Payment shall be in July of each calendar year. This incentive shall not be used to engage in competitive sports, competitive sports training, or for recreational sports activities.

### **ARTICLE 36**

#### JURY DUTY

**36.01** Any bargaining unit member required to participate in Jury Duty will be released from duty at 2300 Hours the night before his scheduled jury day. Proof of attendance (letter from court) must be submitted upon return to duty.

### **ARTICLE 37**

#### DISCIPLINE

**37.01** Just Cause for Disciplinary Action Against Bargaining Unit Members. No form of disciplinary action will be taken against any bargaining unit member except for just cause. This just cause standard does not apply to probationary employees who may be given any form of disciplinary action up to and including termination any time during their probationary period without recourse.

**37.02** Progressive Discipline for Bargaining Unit Members. The Administration will apply discipline to bargaining unit members in a corrective, progressive and uniform manner within the bargaining unit, except in cases of serious misconduct. Any discipline imposed will be based upon the

nature of the violation. The Administration reserves the right to decide what discipline, if any, is appropriate.

**37.03 Forms of Disciplinary Action.** The forms of disciplinary action provided in this Section are not necessarily mutually exclusive and may be combined as deemed appropriate by the Administration. Forms of disciplinary action are:

1. Documented verbal warning.
2. Written reprimand.
3. Suspension without pay.
4. Demotion.
5. Discharge from employment.

**37.04 Complaints against a bargaining unit member, anonymous or otherwise, when determined to be unfounded by the Chief or his/her designee, shall not be included in the personnel file of the member and may not be used in any subsequent disciplinary procedure.**

**37.05 At any time a bargaining unit member is subject to an investigatory conference or charged with violating Rules and Regulations, the Union shall be provided copies of all tapes, transcripts, records, written statements, and videotapes in order to provide representation. The request for such copies shall be made to the Fire Chief or his/her designee by the individual employee or his/her designated representative. Such access shall be reasonably provided in advance of any hearing.**

**37.06 A bargaining unit member serving as a representative in an investigative meeting shall be released from his/her normal duty hours, upon the approval of his/her superiors, without loss of pay or benefits. It is understood such time shall not be unreasonably withheld.**

**37.07 Investigatory Conference. Fire Administration shall notify the bargaining unit member and the Union of an investigatory conference. The investigatory conference is an informal conference in the process of determining if disciplinary charges will be filed.**

**37.08 Pre-Disciplinary Conference.** Whenever the Administration determines that a bargaining unit member may be disciplined, a pre-disciplinary conference will be scheduled to give a bargaining unit member an opportunity to offer an explanation of the alleged misconduct.



1. Not less than seventy-two (72) hours prior to the scheduled starting time of the pre-disciplinary conference, the Administration will make available to the bargaining unit member and his representative, a written outline of the charges that may form the basis for the action, together with written notification of the date, time and place of the pre-disciplinary conference.

2. The bargaining unit member must choose to:

a. Appear at the pre-disciplinary conference to present an oral or written statement in his/her defense.

b. Appear at the pre-disciplinary conference and have one (1) representative present an oral or written statement in his/her defense.

Or

c. Elect, in writing, to waive the opportunity to have a pre-disciplinary conference.

Failure to elect or pursue one (1) of these three (3) options will be deemed a waiver of the right to a pre-disciplinary conference.

In the pre-disciplinary conference, the bargaining unit members facing disciplinary charges, at his/her request, shall be permitted the opportunity to have legal counsel or a union officer present. The Administration shall determine who will conduct the pre-disciplinary conference. The pre-disciplinary conference shall be informal. Interviews shall be recorded. Upon request, the member or the union will be provided a copy of the recording. Any disciplinary action to be administered must be issued within thirty (30) calendar days of the conclusion of the pre-disciplinary conference.

The Administration may place a bargaining unit member facing potential suspension, demotion, or termination, on paid administrative leave prior and/or subsequent to the pre-disciplinary conference in cases where the Administration determines that it is in the best interests of the City to do so.

37.09 Records of Verbal Warnings and Written Reprimands.  
Records of verbal warnings and written reprimands which are more than two (2) years old shall not be considered when determining the appropriate discipline to be imposed, provided that there is no intervening disciplinary action taken during the two (2) year period.

37.10 Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct, if continued, may be made the basis for such charge. A bargaining unit member being investigated for criminal activity shall be advised of his/her Constitutional Rights, as provided by Law, and shall be afforded those rights if he/she chooses to exercise them. It is understood that no employee will be charged with insubordination once he/she is advised of his/her Constitutional Rights and the refusal to answer questions is based on the exercise of such rights.

37.11 No employee shall be ordered to submit to a polygraph test for any reason.

37.12 Evidence obtained in the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent disciplinary action or Civil Service hearing. A lawful order shall not be construed as administrative pressure, threats, coercion, or promises.

## ARTICLE 38

### NON-DISCIPLINARY SEPARATION OR DEMOTION

38.01 Bargaining unit members shall not be separated from employment or demoted for non-disciplinary grounds (excluding layoffs) without just cause.

38.02 Whenever the Administration determines that a bargaining unit member may be separated or demoted for non-disciplinary grounds, the City shall adhere to the pre-deprivation hearing procedures set forth under Article 37. In the pre-deprivation hearing process, the bargaining unit member shall be afforded a full and meaningful opportunity to present grounds that any separation and/or demotion is without just cause. However, where such separation is mutually agreed to or voluntarily entered into, a pre-deprivation hearing will not be required.

**ARTICLE 39**  
ELECTION OF REMEDIES

**39.01** Local #330 shall have the right to appeal notices of suspension, discharge, or reduction in rank to either the Civil Service Commission or arbitration.

**39.02** Within ten (10) calendar days of a decision following a Mayor's Hearing, a bargaining unit member may appeal discipline to the Civil Service Commission. However, with the consent of the Union, a bargaining unit member may waive his/her right of appeal to the Civil Service commission, and elect to appeal the discipline to binding arbitration pursuant to Article **23** of this Agreement. In no event shall an employee be entitled to a hearing before both the Civil Service Commission and an arbitrator regarding the same notice of suspension, discharge or reduction in rank.

1. The Union or the bargaining unit member shall notify, in writing, the Deputy Mayor for Labor Relations and the Personnel Director of their choice. Such notification shall be within ten (10) calendar days of the Mayor's decision. Failure to notify the City within the time limits specified will result in the bargaining unit member and/or the Union waiving their right of appeal.

**39.03** Appeal of a suspension for a definite period or reduction in rank to either the Civil Service Commission or arbitration shall act as a stay until a decision is rendered.

**39.04** Appeal through arbitration will be governed by the rules as specified under Article **23, Section 23.05** of this Agreement.

**ARTICLE 40**  
PROMOTIONS

**40.01** Bargaining unit members shall be promoted using educationally based criteria as set forth in this Article of the Agreement.

The eligibility list for each rank shall be comprised of candidates that have submitted their qualifications during the latest open enrollment period as defined in Section

40.03 of this Article.

40.02 An open enrollment period shall be enacted from **January 1 to January 15** each year. Candidates that have acquired the certifications for the next rank shall submit documentation supporting said certifications during this time in order to be placed on an officer candidate eligibility list.

40.03 The eligibility for each rank will list in order of Time in Grade those bargaining unit members who signed up within the posting period and satisfy the minimum qualifications for the position listed below; there shall be no preference or bonus points:

(A) Each Candidate for Fire Lieutenant shall be required to possess and maintain certification as a Fire Officer I, Fire Instructor and Fire Inspector.

(B) Each Candidate for Fire Captain shall be certified for all Lieutenant Requirements, plus Fire Officer II, Incident Safety Officer, and Health and Safety Officer. **Effective January 1, 2022, candidates for Fire Captain must have an Associate's Degree from a regionally credentialed institution.**

(C) Each Candidate for Fire District Chief shall be certified for all Captain Requirements plus Fire Officer III and IV or currently enrolled in the Ohio Fire Executive Officer (OFE) or Executive Fire Officer (EFO). Ohio Fire Executive (OFE) or Executive Fire Officer (EFO) courses shall be successfully completed by the time frame set forth by that program. **Effective January 1, 2022, candidates for Fire District Chief must have an Associate's Degree from a regionally credentialed institution. Effective January 1, 2025, candidates for Fire District Chief must have a Bachelor's Degree from a regionally credentialed institution.**

(D) All courses shall be completed by the candidates during their own time and own expenses. The City will reimburse each candidate in an amount not to exceed two hundred and fifty (\$250) dollars total per rank toward classes successfully completed. **Effective January 1, 2020, the City will reimburse each candidate in an amount not to exceed two hundred (\$200) dollars total per class successfully completed. The classes qualifying for this reimbursement are set forth above.** All classes

and certificates set forth in this Agreement related to promotions **may be conducted by the Akron Fire Department Fire Training Bureau, and** shall be completed off duty and no overtime shall be paid for such training or certifications.

(E) By 2022 any candidate for Fire Captain and above shall have an Associate's Degree.

(F) By 2025 any candidate for Fire Lieutenant shall have an Associate's Degree. Any candidate for Fire Captain and above shall have a Bachelor's Degree.

(G) "Time in Grade," as used under this Article, shall continue to be the date of appointment by the Fire Chief. Time in grade is not attached to the provisional appointment date.

(H) Effective January 1, 2021:

(1) Promotional eligibility for each rank will list in order of score (Time in Grade as the tie-breaker) per the New Candidate Scoring System as set forth in Appendix C.

(2) In order to qualify for promotion, candidates must have the following years of experience in the lower rank with the Akron Fire Department, as of the close of the open enrollment period:

- a. Lieutenant - Six (6) years as a Firefighter
- b. Captain - Two (2) years as a Lieutenant
- c. District Chief - One (1) year as a Captain

(3) Subsections (E) and (F) shall be deleted.

(4) Fire Officer I - IV certifications listed above must be from State chartered training institutions. Instructor and Inspector certifications listed above must be recognized by the State of Ohio.

(I) The continuing education that qualifies for "Optional Training" points, as set forth in the Scoring System (Appendix C), shall be annually agreed

upon by the Union and the Fire Chief or his/her designee. Only off-duty continuing education qualifies for "Optional Training" points. Continuing education will be scored one (1) point per every eight (8) hours of instruction.

(J) The professional certifications that qualify for "Professional Certification" points, as set forth in the Scoring System (Appendix C), shall be annually agreed upon by the Union and the Fire Chief or his/her designee. Professional certifications will be scored one (1) point per every forty (40) hours of instruction (journeyman card capped at two [2] points).

**40.04** Promotions will take place in the months of March and September. **Effective January 1, 2020, promotions will take place in the months of April, August, and December.** Promotions will be based on the Rule of six (6). **Effective January 1, 2021, promotions will be based on the Rule of Three (3).** Candidates that have been skipped and removed from the officer candidate list shall be eligible to submit their qualifications again during the next open enrollment period. **Effective January 1, 2020, candidates considered for promotion, but not selected, may, at the candidate's request, meet with the Fire Chief or his/her designee in which the Fire Chief or his/her designee shall provide the candidate recommendations as to how the candidate can make himself/herself a better candidate.**

**40.05** The City of Akron and The Akron Firefighters Association, IAFF Local 330 shall convene a committee with two (2) members from each side. This committee will meet in December of every year to address any issues that may arise and identify any changes in standards that may occur and may, upon agreement between the Union President and the Fire Chief, add no more than two (2) chartered courses per rank during the term of this contract. Any current officer will be grandfathered from obtaining additional classes to maintain their current rank. **The agreement on this Article will expire at the end of this contract unless mutually agreed upon by the City of Akron and Local 330.**

**40.06** Any dispute concerning the interpretation, application or violation of the terms of this Article and any of its sections shall constitute a Grievance as defined under the Collective Bargaining Agreement (CBA) and should be resolved through the process set forth in the CBA.

**ARTICLE 41**  
**TIME BANK**

**41.01** The purpose of the Time Bank is to assure a member of the program that he/she will not be removed from the payroll during the first year of illness or incapacity due to an off-duty injury which causes him/her to use all time off available to him/her.

**41.02** Eligibility: Any sworn member of the Akron Fire Division, hereinafter referred to as employee, who has completed his/her initial probation period is eligible to join this program. Employees will be afforded the opportunity to join the program within forty-five (45) days after the initial establishment of the Time Bank Committee. Employees who are not eligible, due to not having hours to donate, shall express their intent to join, in writing, within the above stated forty-five (45) day period and will be allowed to become members on the first opportunity they have to donate hours. After the initial enrollment, employees will have the opportunity to join during the first two (2) weeks of January of each subsequent year.

**41.03** Time Donation: Each employee who wishes to join into the Time Bank shall be required to donate two (2) hours of time to the program at the time he/she joins.

The following types of time may be donated:

- (A) Compensatory Time
- (B) **Sick Leave** Time
- (C) Bonus Sick Leave Time

When the available time in the Time Bank is reduced to one hundred (100) hours through withdrawals, additional donations of time shall be required from each member to replenish the hours used.

If a member is called on for a donation and fails to respond, he/she shall be dropped from the program providing he/she has available hours to donate. If the member fails to respond due to having insufficient hours to donate, he/she will be continued on the program providing he/she contributes at the first opportunity he/she has to donate hours.

**41.04** Time Bank Administration: The Time Bank shall be maintained and administered by the secretary of the Union, who shall report, in writing, any applications for withdrawal or donations to the Time Bank to the Chief of the Division of Fire, and the Time Bank Committee.

The committee shall include the following individuals:

- (A) Chief of the Division of Fire or his/her designee,
- (B) President of Local 330, **and**
- (C) Secretary of Local #330.

The committee shall investigate each member applying to withdraw time from the Time Bank and assure that the member meets all of the established requirements for the withdrawal of time. The committee shall report its findings and recommendations to the Deputy Mayor of Labor Relations containing any information requested. A majority vote of the committee shall be the determining factor in the eligibility of the applying individual to withdrawal from the Time Bank.

**41.05** Use of the Time Bank: When a member off duty has used all time off available to him/her and is within fifteen (15) days of using all of his/her accumulated sick time, the secretary of the Union shall notify the Time Bank Committee to have a hearing to determine the eligibility of the individual applying to the program. The member shall furnish such information and physician's statements to the committee as they may require to make a decision. Any member drawing time from the Time Bank may be required by the committee to periodically furnish them with additional information or physician's statements during the time the member is off.

**41.06** Length of Use: The length of time available to any one (1) member through the Time Bank is six (6) calendar months; however, under exceptional circumstances a member on extended sick leave may apply for one (1) extension of time not to exceed three (3) calendar months if his/her physician will assure the committee that at the end of the extension of time the member will be sufficiently recovered to return to active duty.

**41.07** Restrictions: In no case where regular sick leave has been abused by the member shall he/she be granted time from the Time Bank. The committee shall have the right to determine if sick leave has been abused in the past by



investigating an employee's past record frequency of any sick leave taken. The committee shall have the right to require proof of illness or injury in the investigation of past sick leave use. Additional qualifications may be imposed from time to time by agreement between Local 330 and the Deputy Mayor of Labor Relations or his/her designee.

**41.08** Scope of Agreement: It is expressly understood that this Agreement is subject to all applicable provisions of statutes, City Charter, Ordinances, and Civil Service Commission Rules and Regulations, as well as the Rules and Regulations of the Division of Fire; the parties shall continue to be bound by such provisions both as they now exist and as the same may be amended and supplemented from time to time.

## **ARTICLE 42**

### **Working in a Higher Classification**

**42.01** Temporary Reclassifications - when an individual in a higher classification is still on the payroll, but is absent for whatever reason and management needs to fill the position until the individual returns to work.

1. If it is necessary to assign a fire/medic to fill-in for a lieutenant on a temporary basis, the fire/medic selected shall be determined from the officer candidate list, as defined by Article 40 within the shift. Management may choose from the top six (6) candidates from the shift where the vacancy exists. **Effective January 1, 2021, management may choose from the top three (3) candidates from the shift where the vacancy exists.**

2. If it is necessary to assign a lieutenant to fill-in for a captain on a temporary basis, the lieutenant selected shall be determined from the officer candidate list, as defined by Article 40 within the shift. Management may choose from the top six (6) candidates from the shift where the vacancy exists. **Effective January 1, 2021, management may choose from the top three (3) candidates from the shift where the vacancy exists.**

3. If it is necessary to assign a captain to fill-in for a District Chief on a temporary basis, the captain selected shall be determined from the officer candidate list, as defined by Article 40 within the shift. Management may choose from the top **six (6)** candidates from the shift where the vacancy exists. **Effective January 1, 2021, management may choose from the top three (3) candidates from the shift where the vacancy exists.**

4. For the purpose of Officer and Specialty Training, comp time, Jury Duty and Military Time the Fire Administration shall be afforded the option to use four (4) temporary appointments per day, for a maximum of twelve (12) hours each to accomplish this.

**42.02** Provisional Appointments - when a permanent vacancy exists, an individual shall be appointed provisionally for the length of the vacancy, until the next promotional period as defined by Article 40. Management may choose from the top six (6) candidates on the eligibility list. **Effective January 1, 2021, management may choose from the top three (3) candidates from the shift where the vacancy exists.**

**42.03** If a vacancy exists that is less than twenty-four (24) hours in duration and management wishes to fill the vacancy, the parties agree that such vacancy shall not be filled by either a temporary reclassification or provisional appointment, but be filled on an overtime basis.

**42.04** Under the terms of this Agreement, "qualified" shall be defined as an individual possessing the minimum qualifications of the higher classification. In addition, the individual must have had a "satisfactory" grade sheet for the grade period prior to individual filling the vacancy.

**42.05** If an individual is required to work in a higher classification, management shall submit for approval to the Human Resources Director a request that the employee be paid at the first step raise for that position.

**ARTICLE 43**  
Shift Commanders

**43.01** The City of Akron and the Akron Firefighters Association, Local #330, hereby agree to the following for the purpose of insuring that a shift commander will be assigned to the "line" on a daily basis.

**43.02** If the District Chief assigned as Shift Commander is absent on his/her scheduled work shift, the Fire Chief shall have the option to schedule a District Chief who is assigned to work a forty (40) hour work week, use a swing shift District Chief, reassign a Captain within the provisions of the working in a higher classification provision (Article **42** of this contract), or temporarily assign a Deputy Chief as Shift Commander, on an "as needed" basis when the assigned Shift Commander is temporarily absent.

**43.03** If the Fire Chief or his/her designee assigns a District Chief who normally works a forty (40) hour week to fill in as shift commander, then the District Chief shall work one of the following schedules:

1. The regular twenty-four (24), forty-eight (48), hour schedule as governed by the provisions of the labor agreement.
2. A forty (40) hour work week comprised of a twenty-four (24) hour work shift and two (2), eight (8) hour shifts.
3. The schedule to be worked **as mutually agreed upon.**

**43.04** If a District Chief is required to work a forty (40) hour work week, as defined in Section **43.03(2)**, he/she shall only be paid overtime when following occurs:

1. If he/she is assigned to the twenty-four (24) hour shift, he/she shall receive overtime compensation for only those hours worked in excess of twenty-four (24) hours.
2. If he/she is assigned to an eight (8) hour shift, he/she shall receive overtime compensation for only those hours worked in excess of eight (8) hours.

3. If he/she works more than forty (40) hours during the work week, he/she shall be paid overtime for those hours worked in excess of forty (40) hours.

**43.05** District Chiefs assigned to work under **this Article** will be chosen by the Fire Chief. However, rotation of the District Chiefs shall be done on an equitable basis, in accordance with the needs of the Bureau.

**43.06** If a Provisional District Chief Shift Commander is temporarily absent, the position shall be filled in accordance with the provisions in Section **43.02** above.

**43.07** It is recognized and agreed between both the City of Akron and the Akron Firefighters Association, Local #330, that this Article is not intended to circumvent promotional opportunities within the Akron Fire Department.

#### **ARTICLE 44**

##### **Fire Investigators**

**44.01** The City of Akron and the Akron Firefighters Association, Local 330, hereby agree for the purpose of insuring that a fire investigator will be assigned to the "line" on a daily basis. This shall apply to the Arson Bureau only. Personnel assigned to this special schedule shall work one (1) of the two (2) schedules as defined below with no carry-over of time from week to week.

**44.02** If the Fire Investigator, who is assigned to the "line", is absent on his/her scheduled work shift, the Fire Chief shall have the option to schedule a Fire Investigator who is normally assigned to work a forty (40) hour work week to fill in for the Fire Investigator who is off.

**44.03** If the Fire Investigator is assigned to fill in for the Investigator who is off, he/she shall work one (1) of the following schedules:

1. The regular twenty-four (24), forty-eight (48), hour schedule as governed by the provisions of the labor agreement.
2. A forty (40) hour work week comprised of a twenty-four (24) hour work shift and two (2), eight (8) hour shifts.

3. The schedule to be worked shall be determined by the Fire Chief.

**44.04** If a Fire Investigator is required to work a forty (40) hour work week, as defined in Section **44.03(2)**, he/she shall only be paid overtime when **the** following occurs:

1. If he/she is assigned to the twenty-four (24) hour shift, he/she shall receive overtime compensation for only those hours worked in excess of twenty-four (24) hours.

2. If he/she is assigned to an eight (8) hour shift, he/she shall receive overtime compensation for only those hours worked in excess of eight (8) hours.

3. If he/she works more than forty (40) hours during the work week, he/she shall be paid overtime for those hours worked in excess of forty (40) hours.

**44.05** Fire Investigators assigned to work under this Article will be chosen by the Fire Chief. However, rotation of the Fire Investigators shall be done on an equitable basis, in accordance with the needs of the Bureau.

**44.06** Fire Investigators shall bid vacation, compensatory days, and holidays within the Arson Bureau.

**44.07** All trades will be within the Arson Bureau, submitted in writing, and subject to approval of the Bureau Manager.

**44.08** A complaint, dispute or controversy concerning the meaning, interpretation or application of this Article shall constitute a grievance subject to the CBA's grievance and arbitration procedure.

## **ARTICLE 45**

### **SWAT/EMS**

**45.01** The City of Akron and the Akron Firefighters Association, Local #330, hereby agree to establish an SWAT/EMS Program. The provisions of Article **26** (Seniority), Section **26.09**, apply to all members.

**45.02** There will be forty-eight (48) hours of SWAT/EMS training made available annually, subject to the following conditions:

1. Based on available funds, the hours shall be at the Chief's discretion.

2. Training as scheduled by the Akron Police Department.

3. Training as scheduled by the medical advisor to the Akron Fire Department.

**45.03** Mandatory hours of training in excess of forty-eight (48) hours shall not be counted against the paramedic continuing education hours. However, those training hours in excess of the forty-eight (48) hours that are the result of an individual volunteering to participate in the training will be counted.

**45.04** An initial drug screening will occur as a requirement of becoming a team member. After this initial screen, the member is subject only to drug testing as stipulated in the collective bargaining agreement between Local #330 and the City of Akron.

**45.05** Any APD/SWAT physical agility, SWAT/EMS protocol, or other testing required of team members will apply to SWAT/EMS team participation only. They will have no bearing on the Akron Fire Department physical agility testing, physical fitness program or paramedic program.

**45.06** Initial Uniforms for AFD SWAT/Medics will be provided by the City of Akron.

**ARTICLE 46**  
**TRAINING**

**46.01** During the terms of this agreement, no training shall take place for any Fire Department Personnel between the hours of 5:30 P.M. and 07:30 A.M. the following day, except as otherwise specified in this agreement. Paramedic training is excluded from this agreement.

**46.02** Local 330 agrees that for the purpose of maintaining certification, bargaining unit members assigned to the hazardous material team, technical rescue operations team, water rescue team or any other training deemed necessary and with mutual agreement of the City and Local 330 training may occur after 5:30 P.M.

## **ARTICLE 47**

### **Health Care Cost Containment**

During the course of 2007 negotiations, International Association of Firefighter's, Local #330, and the City of Akron conducted in-depth discussions concerning escalating health care costs and the manner in which health care costs continue to exceed the general inflation rate affecting other goods and services. Additionally, the parties renewed their commitment to provide a wide choice of medical service providers to these same individuals, while protecting them from the financial hardship that can result from occurrences of injury or disease.

The parties recognized that continued health care inflation not only has a negative impact on overall employment costs, but also seriously impedes both parties' ability to provide health care coverage at present and future benefit levels.

As a result of these discussions, both parties affirmed their commitment to control health care costs and to insure maximum value for funds spent to provide health care coverage.

Both parties determined that the effort should be made to control health care cost escalation through a joint exploration of three (3) broad areas.

1. Over-utilization of certain medical benefits which are, in fact, medically unnecessary.
2. Under-utilization of cost-effective means to obtain needed medical services, e.g., encourage that medical treatment be rendered in doctor's office rather than in a hospital emergency room; and,
3. The manner in which certain medical service providers charge in excess of reasonable and necessary allowances or exceed charges billed by other medical service providers within the same geographic area.

In order to control health care cost escalation, the International Association of Firefighter's Local #330, and the City of Akron agree to establish a joint Health Care Cost Containment Committee.

This Committee shall consist of the President of International Association of Firefighter's, Local #330, or

his/her designee, and another representative appointed by the UNION, and the Deputy Mayor for Labor Relations for the City of Akron and the Manager of Employee Benefits for the City of Akron. This Committee shall meet on a quarterly basis.

This Committee shall be provided with information pertaining to medical benefit utilization and costs especially when it appears that medical benefit utilization and costs are escalating excessively. This Committee shall develop programs and procedures to address cost containment of benefits utilization. These programs and procedures shall include, but not be limited to, the following:

1. Conducting discussions with health care providers whose charges exceed those billed by other providers for similar medical services.
2. Developing Communication Programs to inform covered employees and retirees about referred medical providers and those providers of medical services that historically have exceeded benefit plan allowances.
3. Establishing programs to educate employees and retirees about alternate less costly sources of health care that may be available.
4. Initiating steps to improve the administration of health care benefits.
5. Enlisting active and retired city employee involvement in community health issues which may have an impact on the overall City of Akron Health Care Program.

#### **ARTICLE 48**

##### **Public Safety Communications**

This Agreement is entered into between the City of Akron and the Akron Firefighter's Association, Local #330, so as to establish work schedules for those lieutenants assigned to Public Safety Communications. This Agreement supersedes all prior agreements related to work schedules for the lieutenants.

1. The Fire Administration will attempt to maintain a pool of at least twelve (12) qualified dispatch



lieutenants.

- a. One (1) lieutenant will be assigned to each shift.

The positions will be bid and awarded to the lieutenant based on seniority and qualification.

- b. The additional nine (9) lieutenants will be used as fill-ins at the Communications Center.

2. The lieutenants will work a twenty-four/forty-eight (24/48) hour schedule.

- a. Vacations, holidays, and compensatory days will be bid with all other lieutenants assigned to a twenty-four/forty-eight (24/48) hour shift.

3. When a lieutenant is absent, the shift commander may fill the vacancy as follows:

- a. The vacancy will be filled first by reassigning a qualified lieutenant on shift to fill the vacancy. However, the reassignment cannot result in a shortage of manpower "on the line."

- b. If the shift commander is unable to fill the vacancy from manpower on shift, then a lieutenant may be called in for overtime in the following order:

1. Lieutenants regularly assigned to Safety Communications.

2. All other qualified lieutenants.

3. Shift Commanders may temporarily reassign lieutenants to Safety Communications for the purpose of training or to ensure the proficiency of the affected individuals.

4. Shift Commanders are prohibited from reassigning a lieutenant on shift to fill in for a manpower shortage "on the line."

5. Trades will not be restricted. However, approval is subject to the availability of

qualified personnel for fill-in on the affected dates.

6. Sleeping facilities (unisex) will be provided to the lieutenants.

48.01 Parking. The City of Akron will provide free parking Monday through Friday at the Morley Health Center for those firefighters assigned to Public Safety Communications.

**ARTICLE 49**  
**DEFERRED COMPENSATION (457) PLAN**

49.01 The Employer shall provide, at no cost to the Union or to the employee, an additional payroll deduction field (option/slot) for any employee who wishes to participate in the Ohio Association of Professional Fire Fighters Deferred Compensation Plan ("Plan") which is an eligible deferred compensation plan under 26 U.S. Code § 457 - Deferred compensation plans of State and local governments and tax-exempt organizations.

49.02 Such authorization must be executed by the employee to the Plan and may be revoked by the employee at any time by giving written notice to the Plan Administrator, with a copy(s) to the Employer.

49.03 Any expenditure or other utilization of funds from the above-referenced Plan(s) shall be strictly in accordance with the adopted Plan Documents, as well as all Federal and State laws.

49.04 The Union agrees to hold the Employer harmless for all deductions authorized by the employee and/or Plan.

**ARTICLE 50**  
**OPERATIONS LIEUTENANT ASSIGNMENTS**

50.01 All Fire Officers assigned to operations will be placed at a "double house" (Engine/Ladder) when feasible.

ARTICLE 51  
INJURY LEAVE

51.01 Employees who are injured or incapacitated in the actual discharge of duty, and who, as a result thereof, are compelled to be absent from duty for continuous period(s) and for absences to attend pre-scheduled medical appointments while working temporary light duty, shall receive full pay for such time, so long as the injury is allowed by the Bureau of Workers' Compensation (Bureau). However, injury leave shall not be paid for more than twelve (12) months (2,080 hours on a forty [40] hour schedule while on injury leave) per a claim. Any amount collected for lost wages from the Bureau shall be signed over to the City. If the claim is in dispute, the employee may use his/her own time (either sick leave, compensatory time, holiday time, vacation time, or paid leave) until the claim has been fully adjudicated. If the claim is subsequently allowed, the employee's own time used shall be restored.

51.02 Injury leave may be discontinued upon any of the following:

- (A) The employee is released to full duty.
- (B) The employee is offered light duty, in writing, and within the employee's functional limitations/restrictions, and the employee refuses to accept the light duty assignment.
- (C) The employee engages in physical activity that is inconsistent with the functional limitations/restrictions that are incapacitating the employee while on injury leave.
- (D) The employee has reached maximum medical improvement (MMI), unless the employee has applied for disability retirement under OP&F. The Department of Human Resources must be notified in writing of the application for disability retirement.

51.03 An employee on injury leave may not work secondary employment (including self-employment) if the requirements of the secondary employment are beyond the employee's identified capabilities/restrictions and/or during the employee's normal working hours.

51.04 Any grievance disputing a final decision by the Department of Human Resources shall be appealed directly to Step 4 of the grievance procedure.

ARTICLE 52  
LIGHT DUTY

52.01 When feasible, employees that are injured on or off the job or are ill, will be provided an opportunity for light duty on a temporary basis. Light duty assignments will require a written release and clear description of the employee's temporary capabilities/restrictions as identified by the employee's health care provider. Whenever possible, a return to full duty date should be provided. Employees who are considered by the health care provider to be permanently unable to perform the duties of their original job assignment will not be allowed to work light duty. A light duty work assignment shall not exceed twelve (12) months (2,080 hours on a forty [40] hour schedule while on light duty). If the employee's light duty restrictions limit the hours the employee may work in a day/week, the employee is eligible for injury leave (if applicable) or may use any available leave for hours not worked.

52.02 The Fire Chief or his/her designee will work with the employee in placing him/her into a light duty assignment, within the Department, with an effort to place the employee in an assignment close to the hours that the employee works. Employees on a light duty assignment must provide the Fire Division with updates on their progress at least every thirty (30) days which includes submission of updated medical certification as required by the Department of Human Resources. Employees participating in light duty assignments are not eligible to work overtime unless previously approved by the Fire Chief or his/her designee. The overtime assignment shall comply with the identified temporary capabilities/restrictions.

52.03 An employee on light duty may not work secondary employment (including self-employment) if the requirements of the secondary employment are beyond the employee's identified capabilities/restrictions.

52.04 Employees must make every effort to schedule medical appointments on the employee's off duty time or during times that do not disrupt the continuity of work.

52.05 Any grievances disputing a final decision by the Department of Human Resources shall be appealed directly to Step 3 of the grievance procedure.

ARTICLE 53  
LAYOFF, DISPLACEMENT AND RECALL

53.01 City Seniority: For purposes of this Article, City Seniority shall be defined as the length of continuous service with the City of Akron. City Seniority, for purposes of layoff, displacement and recall shall mean:

(A) The amount of continuous service a permanent employee has accumulated in the classified service of the City of Akron.

(B) Any permanent employee who has served as a temporary, seasonal, provisional, or probationary employee and who has achieved permanent status with no interruption in service shall receive seniority credit for the continuous service including the period served as a temporary, seasonal, provisional or probationary appointee employee.

(C) Permanent part-time employees shall have their continuous service prorated as it relates to full-time employment.

(D) Any personal leave without pay or disciplinary action in excess of sixteen (16) consecutive calendar days, shall be subtracted when computing the continuous service of an employee except sick leave or military leave for purposes of determining total seniority credit. The seniority computation shall not be affected by leaves in the excess of sixteen (16) consecutive calendar days that are protected by law or if the employee has participated in furloughs.

(E) The continuous service of a permanent employee who has resigned and been reinstated shall be computed from the time of the last reinstatement and no seniority credit shall accrue for service prior thereto.

(F) Any employee, who has been laid-off from a position in the classified service of the City of

Akron, shall upon reinstatement, have the time while on layoff subtracted from the computation of continuous service for purposes of determining total seniority credit.

53.02 Seniority-in-Rank. Seniority-in-rank shall be defined within each rank, for the rank of Fire Lieutenants and above, as the length of time a bargaining unit member has worked within that rank, as designated by the bargaining unit member's seniority ranking on the Seniority List maintained by the Akron Fire Division. However, Seniority-in-rank, as designated on the Seniority List, shall be adjusted for purposes of layoff, displacement and recall, as set forth in subsections (A) through (F) above.

53.03 Whenever it becomes necessary to reduce the number of bargaining unit members in the City of Akron, for reasons of lack of work or lack of funds, the appointing authority shall have the power to lay off bargaining unit members.

53.04 The appointing authority shall determine the number of reductions within each rank. Beginning with the highest rank affected, the bargaining unit member with the lowest Seniority-in-rank, as determined on the Seniority List (as adjusted), shall be bumped down to the next lower rank, and shall be given a Seniority-in-rank designation on the Seniority List that the bargaining unit member held when he/she was promoted from that rank. The same process shall be followed in each lower rank until the bargaining unit members with the least City Seniority are laid off.

53.05 In the event (2) two or more bargaining unit members have equal seniority, the order of layoff will be determined by the bargaining unit members' final grades received in the selection or promotion process for their current position; the bargaining unit member with the lowest final grade to be laid-off first. Should the preceding procedure fail to determine the layoff order, the date of application for the current rank shall determine the layoff order, the bargaining unit member with the latest application date to be laid-off first.

53.06 Bargaining unit members subject to layoff shall be given a written notice of the layoff by the appointing authority at least fourteen (14) calendar days prior to the effective date of the layoff.

53.07 Bargaining unit members subject to layoff shall have

the option of receiving all of their terminal pay in their final pay, unless the bargaining unit member notifies the Fire Chief, in writing, that he/she wishes to defer his/her payout for one (1) calendar year. In such case, if the bargaining unit member is recalled within one (1) calendar year, the paid time will be restored to the bargaining unit member. If the bargaining unit member is not recalled within one (1) calendar year, and has not received his/her terminal pay, the terminal pay will be paid to the bargaining unit member at the rate of pay at the time of layoff.

53.08 Bargaining unit members who have been laid off shall be subject to recall in the reverse order of their lay-off, i.e. the last bargaining unit member to be laid off shall be the first bargaining unit member to be recalled. Rank shall be restored in the same fashion; the last bargaining unit member who was reduced in rank shall be the first bargaining unit member whose rank is restored.

53.09 Bargaining unit members shall retain recall rights from layoff for four (4) years from the date of layoff. The right of a bargaining unit member who was reduced in rank due to layoff and/or displacement, shall retain the right to have his/her rank restored, without time limits.

53.10 Notices of recall shall be mailed, return receipt requested, to the bargaining unit member's last address on file with the Director of Human Resources. It is the responsibility of the bargaining unit member on lay off to notify the Director of Human Resources of any change in address, including any temporary change in address in the event the bargaining unit member will be away for more than two (2) weeks. Upon actual receipt of the recall notice, the bargaining unit member shall notify the Director of Human Resources within five (5) business days of his/her intent to accept the recall. If the bargaining unit member fails to receive the recall notice because the bargaining unit member no longer lives at the last-known address or is away from the address for more than two (2) weeks and has not provided a temporary forwarding address, then the bargaining unit member shall forfeit any recall rights. Laid off bargaining unit members who are members of the military will retain all rights in accordance with USERRA.

53.11 Once a bargaining unit member is recalled to work, the bargaining unit member must return to work within two

(2) weeks of notifying the Director of Human Resources that he/she is accepting the recall. Bargaining unit members may return to work earlier, with the consent of the Fire Chief.

53.12 If layoffs, displacements, or recalls result in the need to re-bid any positions, the parties will meet to negotiate the effects of the lay-offs, displacements or recalls on the bidding procedure in the Agreement. Any disputes regarding the bidding of positions may be addressed through arbitration.

53.13 Any grievance filed concerning this Article may be processed directly to arbitration. If a timely public records request is made, the City will provide existing records prior to the arbitration hearing.

#### ARTICLE 54

##### AKRON CIVIL SERVICE RULES OR HUMAN RESOURCE POLICY MANUAL

54.01 The provisions of this Agreement shall supersede any conflicting provisions of the City's Administrative Rules, Civil Service Rules, Human Resource Policy Manual or similar City employment rules. A change in the Administrative Rules, Civil Service Rules, Human Resource Policy Manual, or similar City employment rules that affects matters pertaining to the bargaining unit members' wages, hours or terms and other conditions of employment shall be subject to bargaining and agreement between the parties.

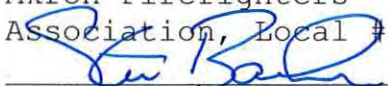


**ARTICLE 55**  
**TERM OF AGREEMENT**

This Agreement shall be in effect for an initial period commencing **on January 1, 2019** and ending December 31, **2021**. Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days prior to the termination date of this Agreement.


IN WITNESS WHEREOF, the parties hereto affix their signatures this 11<sup>th</sup> day of May, 2020.

Akron Firefighters  
Association, Local #330

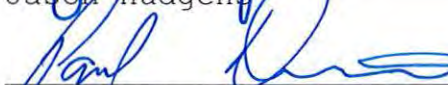
  
Steve Barker, President

  
Warren Russell


  
Kevin Gostkowski

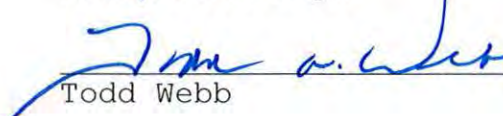
  
Andy Hoch

  
Jason Hudgens


  
Paul Devine


  
Matt Claflin

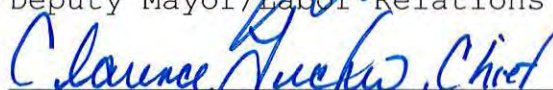
  
Brent Scarbrough

  
Todd Webb

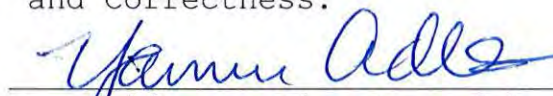
City of Akron, Ohio

  
Daniel Horrigan, MAYOR

  
Randy Briggs  
Deputy Mayor/Labor Relations

  
Clarence Tucker, Chief

Approved as to Legal Form  
and Correctness:

  
Eve Belfance, Director of Law

# APPENDIX A INSURANCE PLAN

## APPENDIX A

### City of Akron Medical and Prescription Drug Benefit Agreement

	Current 2019 Benefit Plan		2020 Benefit Plan		2021 Benefit Plan	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Palatka Direct Primary Care Flexible Spending Account</b>	N/A	N/A	Palatka Direct Primary Care Implement Health Care and Dependent Care Spending Accounts	Palatka Direct Primary Care Implement Health Care and Dependent Care Spending Accounts	Palatka Direct Primary Care Implement Health Care and Dependent Care Spending Accounts	Palatka Direct Primary Care Implement Health Care and Dependent Care Spending Accounts
<b>Medical</b>						
<b>Benefit Period</b>	January 1st through December 31st	January 1st through December 31st	January 1st through December 31st	January 1st through December 31st	January 1st through December 31st	January 1st through December 31st
<b>Dependent Age Limit</b>	Age 26 - Removal upon End of Month	Age 26 - Removal upon End of Month	Age 26 - Removal upon End of Month	Age 26 - Removal upon End of Month	Age 26 - Removal upon End of Month	Age 26 - Removal upon End of Month
<b>Plan Maximum</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Benefit Period Deductible - Single/Family (Embedded)</b>	\$125/\$250	\$250/\$500	\$150/\$300	\$300/\$600	\$150/\$300	\$300/\$600
<b>Deductible Credit</b>	Not included	Not included	Not included	Not included	Not included	Not included
<b>Common Accident</b>	80%	70%	80%	70%	80%	70%
<b>Concurrence</b>						
<b>Concurrence Out of Pocket Maximum (Including Deductible) - Single/Family</b>	\$775/\$2,325	\$1,550/\$4,650	\$1,500/\$3,000***	\$3,000/\$6,000***	\$1,500/\$3,000***	\$3,000/\$6,000***
<b>Physician/Office Services</b>						
<b>Office Visit - PCP</b>	\$15 Copy	70%*	\$15 Copy	70%*	\$15 Copy	70%*
<b>Office Visit - Specialist</b>	\$25 Copy	70%*	\$40 Copy	70%*	\$40 Copy	70%*
<b>Therapeutic Visit</b>	\$15 Copy	N/A	\$15 Copy	N/A	\$15 Copy	N/A
<b>Allergy Testing and Treatments</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Immunizations (Non ACA)</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>(Travel-related immunizations N/C)</b>						
<b>Preventive Care</b>						
<b>Health Care Reform Preventive Benefits</b>	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
<b>Health Care Reform Preventive Benefits for Women</b>	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
<b>Routine Adult Physical Exam/immunizations (1 per benefit period)</b>	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
<b>ACA Routine Well Child Exam/immunizations</b>						
<b>Routine Gynecological Care Exams (1 per benefit period)</b>	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered	Preventive care services provided in accordance with the Affordable Care Act (ACA)	Not Covered
<b>Routine Mammograms</b>						
<b>Pap Test (1 per benefit period)</b>						
<b>Endoscopic Services</b>						
<b>Laboratory/X-rays</b>						
<b>Emergency Medical Care</b>						
<b>Emergency Room (Facility and Physician Services)</b>	\$125 Copy**	\$125 Copy**	\$125 Copy**	\$125 Copy**	\$125 Copy**	\$125 Copy**
<b>Non-Emergency Care in ER Facility and Physician Services)</b>	\$125 Copy/80%	\$125 Copy/70%	\$200 Copy/80%	\$200 Copy/70%	\$200 Copy/80%	\$200 Copy/70%
<b>Emergency Use of Ambulance</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Non-Emergency Use of Ambulance</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Urgent Care Provider</b>	\$45 Copy	70%*	\$45 Copy	70%*	\$45 Copy	70%*
<b>Inpatient Services</b>						
<b>Hospital Room &amp; Board and Ancillaries</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Physician Medical Care Visits</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Professional Services (Inpatient, Consultation)</b>						
<b>Maternity (Subscriber, spouse &amp; dependent coverage)</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Newborn Care</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Skilled Nursing</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>100 visits per benefit period</b>						
<b>Outpatient Services</b>						
<b>Diagnosis, Lab, X-Ray, and Medical Tests</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Disease Education and Training</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Surgical Services (Surgery, Anesthesia, Assistant Surgeon)</b>	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>100 visits per benefit period</b>						

# APPENDIX A INSURANCE PLAN

## APPENDIX A

### Medical and Prescription Drug Benefit Agreement

	Current 2019 Benefit Plan		2020 Benefit Plan		2021 Benefit Plan	
	Network	Non-Network	Network	Non-Network	Network	Non-Network
Oral Surgical Services (Surgery, Anesthesia, Assistant Surgeon)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Home Health Care	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period	80% after deductible; 100 visits per benefit period	70% after deductible; 100 visits per benefit period
<b>Outpatient Therapy</b>						
Cardiac Rehabilitation	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chemotherapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Radiation Therapy	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Daylight Treatments	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Chiropractic Therapy (25 visits maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Physical Therapy/Occupational Therapy (25 visit combined maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Speech Therapy (12 visit maximum; thereafter subject to medical review)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Mental Health, Alcohol and Drug Abuse Services</b>						
Inpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Outpatient Services	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
<b>Other Services</b>						
Acupuncture	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Durable Medical Equipment and Supplies (incentive, wheelchair, prosthetics, wigs, over the counter, hearing aids, and joint stabilizers)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Hospice	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
Private Duty Nursing	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
<b>TNI</b>						
Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits	Benefits paid based on corresponding medical benefits
Weight Loss Surgical Services*** Organ Transplant Drugs and Biologics In Vitro Fertilization and Artificial Insemination	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
†Fiscal Autonomy (Employee Only)	80% after deductible	70% after deductible	80% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Hearing Benefit</b> Exam (1 per rolling 36 months) Hearing Aid, Evaluation, Conformity (1 each/rolling 36 months)	100%	100%	100%	100%	100%	100%

# APPENDIX A INSURANCE PLAN

## APPENDIX A

### Medical and Prescription Drug Benefit Agreement

Prescription Drug	Current 2019 Benefit Plan				2020 Benefit Plan				2021 Benefit Plan			
	Network		Non-Network		Network		Non-Network		Network		Non-Network	
	None	None	None	None	None	None	None	None	None	None	None	
<b>Production</b>												
<b>Retail (30-day supply)</b>												
Prioriter and Clarin OTC with a prescription												
Generic	\$5	N/A	N/A	N/A	\$10	N/A	N/A	N/A	\$10	N/A	N/A	N/A
Preferred Brand	\$15	N/A	N/A	N/A	\$20	N/A	N/A	N/A	\$20	N/A	N/A	N/A
Non-Preferred Brand	\$35	N/A	N/A	N/A	\$40	N/A	N/A	N/A	\$40	N/A	N/A	N/A
Specialty	Applicable tier copay	N/A	N/A	N/A	\$50	N/A	N/A	N/A	\$50	N/A	N/A	N/A
Nexium	\$100	N/A	N/A	N/A	\$100	N/A	N/A	N/A	\$100	N/A	N/A	N/A
ED Drugs: Cialis <sup>®</sup>												
<b>Mail Order/Retail (90-day supply)</b>												
Generic	\$10	N/A	N/A	N/A	\$10	N/A	N/A	N/A	\$10	N/A	N/A	N/A
Preferred Brand	\$30	N/A	N/A	N/A	\$40	N/A	N/A	N/A	\$40	N/A	N/A	N/A
Non-Preferred Brand	\$70	N/A	N/A	N/A	\$80	N/A	N/A	N/A	\$80	N/A	N/A	N/A
Nexium	\$200	N/A	N/A	N/A	\$200	N/A	N/A	N/A	\$200	N/A	N/A	N/A
Maintenance Choice	N/A - Retail 50	N/A	N/A	N/A	Mandatory Maintenance Choice	N/A	N/A	N/A	Mandatory Maintenance Choice	N/A	N/A	N/A
Formulary	Standard Control OTC Out	N/A	N/A	N/A	Advanced Control Formulary <sup>†</sup>	N/A	N/A	N/A	Advanced Control Formulary <sup>†</sup>	N/A	N/A	N/A
Erectile Dysfunction Drugs: Quantity Limit	10 pills for 30 days	N/A	N/A	N/A	10 pills for 30 days	N/A	N/A	N/A	10 pills for 30 days	N/A	N/A	N/A
<b>Medical and Prescription Drug Overall Out of Pocket Maximum<sup>†</sup></b>	\$7,350/\$24,700	Unlimited	\$1,500/\$3,000	\$3,000/\$6,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	
<b>Single/Family</b>												

† In compliance with cost-sharing limits of the Affordable Care Act.  
 \* After Deductible.  
 \*\* Copay waived if identified.  
 \*\*\* Current criteria to qualify for surgery will remain unchanged.  
 \*\*\*\* Out of Pocket Maximum will include copays and the copay in addition to coinsurance and the deductible.  
 † Currently, available through carrier at specific providers only - Cleveland Clinic.  
 †† Covers medical lensology, keratoplasty, laser and other surgical procedures to correct refractive defects.  
 ††† Includes Advanced Control Specialty Formulary.  
 †††† Copay for Cases will be \$50. If it meets medically necessary criteria, it reverts to applicable tier on copay structure.  
 ††††† Network services with copayments are not subject to deductible and/or coinsurance, except for Emergency Room Services, non-network services are subject to deductible and non-deductible coinsurance.  
 †††††† Plans will have an embedded deductible. The individual must meet the single deductible. Two or more can meet or family deductible.

# APPENDIX A

City of Akron  
 Union Negotiations  
 Medical and Prescription Drug Contributions

## MEDICAL/RX CONTRIBUTIONS

Per Pay Contributions (48 pays)

	Enrollment	2019 FIES	Current	Effective 8/1/2019	Effective 1/1/2020	Effective 1/1/2021
Single	460	\$173.25	\$7.50	\$10.00	\$13.75	\$15.00
Family	1,312	\$455.91	\$15.00	\$20.00	\$27.50	\$30.00
	1,772					

Monthly Contributions

	Enrollment	2019 FIES	Current	Effective 8/1/2019	Effective 1/1/2020	Effective 1/1/2021
Single	460	\$692.99	\$30.00	\$40.00	\$55.00	\$60.00
Family	1,312	\$1,823.65	\$60.00	\$80.00	\$110.00	\$120.00
	1,772					

*\*FIES are Fully-Insured Equivalent Rates.*

# APPENDIX A INSURANCE PLAN

# APPENDIX A INSURANCE PLAN



**The City of Akron  
DentalGuard Network Access Plan (NAP) Program  
Benefit & Cost Illustration – ALL ACTIVE EMPLOYEES  
Benefit Period January 1, 2019 through December 31, 2019.**

<b>Annual Maximum (Preventive, Basic and Major services combined)</b>	<b>\$1,500</b>
<b>Services</b>	<b>Percentage Paid</b>
<b>Preventive Services</b>	<b>100%</b>
<ul style="list-style-type: none"> <li>○ Emergency Palliative Treatment</li> <li>○ Fluoride Treatments</li> <li>○ Oral Examination</li> <li>○ Periodontal Maintenance Procedure</li> <li>○ Space Maintainers</li> <li>○ Teeth Cleaning</li> <li>○ Topical Sealants</li> <li>○ X-Rays</li> </ul>	
<b>Basic Services</b>	<b>100%</b>
<ul style="list-style-type: none"> <li>○ Endodontic Services/Root Canal Therapy</li> <li>○ Fillings</li> <li>○ General Anesthesia- surgical procedures only</li> <li>○ Oral Surgery</li> <li>○ Periodontal Services</li> <li>○ Repairs of dentures, bridgework, crowns, etc.</li> </ul>	
<b>Major Services</b>	<b>60%</b>
<ul style="list-style-type: none"> <li>○ Bridges Installation</li> <li>○ Crowns: Five Year Replacement</li> <li>○ Dentures- Full and Partial</li> <li>○ Implants</li> <li>○ Inlays</li> <li>○ Onlays</li> <li>○ Posts</li> </ul>	
<b>Orthodontic Services</b>	<b>60%</b>
<ul style="list-style-type: none"> <li>○ \$2,500 lifetime maximum</li> </ul>	

# APPENDIX A


## INSURANCE PLAN

### Plan Features

- *In-network* benefits are based on a negotiated contracted fee schedule, *Out-of-network* benefits are based on usual, reasonable, and customary rates for a given area. While employees retain **complete freedom of choice**, the employee benefits by using an *In-network* dentist because of significant contracted discounts result in less out-of-pocket expenses; enabling the employee to receive more services during the year than if he or she visited an *Out-of-network* dentist.
- Dental Claims - P. O. Box 2459, Spokane, WA 99210-2459, ph: 1-800-541-7846, fax: 509-468-4590.
- Guardian has contracted with dental providers to provide discounts off services and procedures to Guardian dental plan members. To locate a provider, please reference our On-Line Provider Directory at [www.GuardianLife.com](http://www.GuardianLife.com).
- Pre-determination Review - Guardian will gladly assist you and your dentist by determining what benefits could be payable for services and procedures over \$300. Have your dentist fax your treatment plan to Guardian, note that it is a pre-determination review and we will let your dentist know what benefits would be payable

**This handout is for illustrative purposes only.**

## APPENDIX A INSURANCE PLAN

<b>Vision Plan</b>	 <b>MEDICAL MUTUAL<sup>®</sup></b>
<b>Benefit Period January 1, 2019 through December 31, 2019.</b>	
<b>Examinations (one per Benefit Period)</b>	\$50 Allowance
<b>Lenses (per pair, one pair per Benefit Period)</b>	
Single Vision	\$40 Allowance
Bifocal	\$60 Allowance
Trifocal	\$76 Allowance
Lenticular	\$92 Allowance
<b>Contact Lenses</b>	
• After cataract surgery	\$116 Allowance
• For visual acuity not correctable to 20/70 in the better eye by use of conventional lenses	\$116 Allowance
• Other contacts	\$60 Allowance
<b>Frames (per frame, one frame per every Two Benefit Periods)</b>	\$60 Allowance

### **Vision Benefit Limitations:**

No benefit will be made for expenses incurred for:

- Medical or surgical treatment of the eye.
- Lenses which are not medically necessary and are not prescribed by an Optometrist or Ophthalmologist, or frames for such lenses.
- Sunglasses, whether or not prescribed.
- Replacement of lenses unless an examination shows that, using the existing prescription, a visual defect equal to at least one-half of one diopter in strength exists or a change of at least 10% in axis for astigmatism is required.
- Care not listed in the schedule.
- Tinted lenses prescribed by the examiner when over Rose Tints No. 1 or No. 2.
- Charges for the excess cost of lenses over 65 millimeters in diameter.

*This Benefit Summary highlights some of the benefits which are available under your plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.*

*Benefits are administered by Medical Mutual.*



## **APPENDIX B**

### **Drug Screening Program**

#### DRUG SCREENING PROGRAM FOR UNIFORMED EMPLOYEES OF THE AKRON FIRE DIVISION

##### I. POLICY STATEMENT

The City of Akron (City) and Local #330, Akron Firefighter's Association, recognize their obligation to provide timely, cost effective, quality service to the citizens of Akron and the community. Substance abuse poses a direct threat to the public safety and welfare and to the employees of the Fire Division. The goal of this Program is, therefore, to provide Fire Division employees who are free from the effects of drugs in order to ensure the safety of the public as well as the safety of the employees.

Public trust and confidence in the integrity of the Fire Division can also be threatened by suspicion of firefighter drug use. Finally, firefighter drug use impacts potential departmental civil liability. This drug screening program ideally will serve to detect and deter prohibited drug use by firefighters and thereby insure the integrity of the Fire Division and preserve public trust and confidence in a fit and drug-free Fire Division.

The City and Local #330 are committed to the principles of prevention and rehabilitation to assist employees in reaching the goal of this Program. This Drug Screening Program (DSP) and the City's Employee Assistance Program (EAP) are the two (2) primary programs that will be utilized to fulfill the principles of prevention and rehabilitation. Since the success of rehabilitation is to a large extent dependent upon an employee's desire and commitment to achieve rehabilitation, the employee has the primary responsibility of resolving drug problems and their attendant effects on safety and work performance. Employees with a drug problem are, therefore, initially encouraged to seek counseling and treatment at the EAP.

With these objectives in mind, the following policy and procedures on drug abuse have been established:

(A) LEGAL DRUGS

Employees shall not use or have "traceable in their system" any legal drug to the extent that said drug may adversely affect the employee's safety or job performance or the safety of others. It is the responsibility of the employee to insure that he/she does not violate this requirement.

(B) ILLEGAL DRUGS

The illegal possession, sale, purchase or use of any controlled substance is prohibited whether on or off duty. Employees shall not report to work or be on duty with an illegal drug traceable in their systems.

II. DEFINITIONS

For purposes of this drug screening policy, the following terms shall have the following meanings:

1. "Employee Assistance Program" (EAP) means the EAP authorized by the City of Akron.
2. "Illegal drug" means any controlled substance as defined in Ohio Revised Code Section 3719.01 (C), the possession or sale of which is prohibited by law.
3. "Illegal drug usage" includes the use of cannabis or any other controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.
4. "Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.
5. "Medical Provider" means the facility mutually approved by the City and Local #330, which may change from time to time, which collects, screens and/or stores urine samples.
6. "Medical Review Officer" (MRO) means the physician mutually approved by the City and Local #330, whose primary responsibility is to review and interpret positive test results obtained through this drug screening program.

7. "Employment related accident" means any accident that occurs in the course of, or within the scope of, employment, regardless of whether the employee is physically located on City premises at the time of the accident.

8. "Reasonable suspicion" means objective facts or specific circumstances found to exist, including inferences from those facts and circumstances, which present a reasonable basis to believe an employee is using or abusing illegal drugs.

9. "Substance abuse" means a positive screen result indicating the existence of a drug at or above the levels prescribed by the City and Local #330, and set forth in IV(C).

10. "Traceable in the employee's system" means that the result of the Medical Provider's analysis of the employee's urine specimen is positive for the tested substance pursuant to the standards set forth in IV(C) of this policy.

### III. PROCEDURES

#### (A) WHEN SCREENING MAY OCCUR

Employees may be tested for employment related illegal drug usage under any of the following conditions:

1. Whenever an employee's behavior creates a reasonable suspicion of drug use. The following is a non-exclusive list of factors which may give rise to reasonable suspicion of substance abuse. Any factor alone, or in combination with other factors may be sufficient to constitute reasonable suspicion.

a. Direct observation of drug use.

b. Possession of drugs or related paraphernalia.

c. Employee admissions of drug use or possession.

d. Symptoms of drug use including, but not limited to, disturbances in gait, slurred speech, impaired gross or fine motor control.

e. Any tampering with the drug screening process.

f. Any arrest for any drug related criminal offense, or the filing of any drug related criminal charge against the employee.

The following factors must be used in combination with other factors and cannot by themselves serve to constitute reasonable suspicion:

a. Attendance problems, including absenteeism, tardiness, or unusual use of sick leave.

b. Excessive or repetitive vehicular, equipmental, or other workplace accidents.

2. Whenever an employee is involved in a motor vehicle accident resulting in personal injury or property damage. Any employee involved in an employment-related accident MAY be subject to screening. The Chief or his Deputy will determine whether screening is appropriate with due regard to the nature of the accident and medical treatment involved. Should screening be deemed appropriate, such screening will take place within seventy-two (72) hours.

3. Whenever an employee returns to duty after an absence of thirty (30) calendar days or more resulting from medical leave or a disciplinary suspension.

4. Whenever an employee returns to duty after participation in a substance abuse rehabilitation program regardless of the duration of absence. Such an employee shall be required to undergo a minimum of twelve (12) urine tests within the one (1) year period starting with the date of return to duty.

5. Whenever an employee is certified from a promotional eligibility list. All promotions will be contingent upon a negative test result.

6. When randomly selected. All employees shall be subject to random drug screening. The Fire Division will be divided into fifty-four (54) groups, based upon duty assignments and/or shift. Each group will be assigned an identification number. The identification numbers of all employees and each group will be entered into a computer. Once each calendar month the computer will select six (6) of the entered group identification numbers. A list of the selected group identification numbers is then forwarded to the Chief, or a Deputy Chief. The Chief or his/her Deputy matches the list of selected numbers against a master list in the presence of representatives from Local #330. The selected groups of employees will then be screened immediately. Any employee from the selected groups who is scheduled to work and calls off sick or makes an emergency trade the day his/her group is tested will automatically be tested during the next screening. An employee from the selected group who is working shall not be permitted to leave work until the employee has been screened.

(B) DECISION TO SCREEN FOR CAUSE

A supervisor who has a reasonable suspicion of employee substance abuse will immediately relieve the employee from his/her duties and will immediately notify the Chief, or a Deputy Chief, of the reasons he/she suspects substance abuse. Under no circumstances will such employee be permitted to operate a motor vehicle, equipment, or other machinery or go on Med Runs. The supervisor shall, as soon as practicable but before the end of the shift, complete and sign an "observation check list" setting forth the facts upon which such supervisor relied. The "observation check list" shall be sent in a sealed envelope directly to the Chief's Office and maintained in a separate and secured file. The Chief or a Deputy Chief will determine whether sufficient suspicion exists to warrant screening, and the determination

will be based only upon reliable information as set forth in III (A) (1).

If the Chief or Deputy Chief determines that an employee must participate in the screening process, it will be considered a direct order.

The Chief, Deputy Chief, or the employee's supervisor, will then telephone the Medical Provider to notify it that an employee is being transported for testing.

A supervisor will transport the employee to be screened directly to the Medical Provider, and the employee will remain under observation to ensure the integrity of the screening process.

The supervisor will provide the employee transportation home after the screening process. The employee will remain on leave with pay until the test results are reported to the Chief. If the test results are negative, the Chief, Deputy Chief, or the employee's supervisor will inform the employee of the date the employee is to resume work.

(C) UNION REPRESENTATION

After an employee has been ordered to submit to drug testing for cause, the employee shall be provided a Local #330 representative to accompany the employee and the supervisor to the testing site. The employee may release the Local #330 representative if he/she so desires. The Union may designate names of members solely for the purpose of representation during drug screening.

IV. SCREENING PROCESS

(A) SAMPLE COLLECTION

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

The employee designated to give a sample must be positively identified with photo I.D. or positive identification by two (2) officers prior to any sample being taken.

The Medical Provider will furnish urine sample containers pre-labeled with the employee's A.F.D. identification number, date, and time of collection. After collection, the sample will be split into two (2) containers and will be sealed, the Chain of Custody form will be completed, and the employee will be asked to confirm the information contained on the sample container and the Chain of Custody form by signing the Chain of Custody form.

(B) TESTING METHODOLOGY

The Medical Provider selected by the City and Local #330 to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing. The testing or processing phase shall consist of a two (2) step procedure.

1. Initial screening step, and
2. Confirmation step.

The urine sample is first tested using a screening procedure. A specimen testing positive will undergo a confirmatory gas chromatography/mass spectrometry (gc/ms) test. An initial positive report will not be considered positive, rather it will be classified as confirmation pending. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year. Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All test results shall be evaluated by suitable trained medical or scientific personnel prior to being reported to the Medical Review Officer. All test results shall be treated with the same confidentiality as other employee medical records and will be disclosed only to those administrative personnel involved in the screening, rehabilitation or disciplinary process.

(C) SCREENING STANDARDS

The City and Local #330 in consultation with the Medical Provider have determined the type of screening to be used. The only substances to be tested for and the threshold substance levels that shall be considered a positive test result are as follows:

Drug	Initial Screening Cutoff (ng/ml)	Confirmation Cutoff(ng/ml)
Amphetamines*	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	300 ng/ml
Benzodiazepines	300 ng/ml	<b>300</b> ng/ml
Cannabinoids*	50 ng/ml	15 ng/ml
Cocaine*	150 ng/ml	100 ng/ml
Methadone	300 ng/ml	<b>300</b> ng/ml
Opiates*	2000 ng/ml	2000 ng/ml
Phencyclidine*	25 ng/ml	25 ng/ml
Propoxphene	300 ng/ml	300 ng/ml

\* Found in the 5-panel urine drug screen

Should SAMHSA or the Department of Health and Human Services (DHHS) add to or delete from the current panel of controlled substances or alter the initial screening or confirmation levels, this program will be modified to conform to such standards. Employees will be notified, in writing, of such changes.



(D) SCREEN RESULTS

1. Negative Results

If the screen results are negative, the results will be reported, in writing, to the Medical Review Officer and the sample will be discarded.

2. Positive Results

If the results of the first screen are positive, the Medical Provider will immediately conduct a second screening using a different methodology on a different portion of the original sample.

The Medical Provider will report the confirmation screen results, whether positive or negative, to the Medical Review Officer. Any adulterated sample, or samples otherwise tampered with, may be treated for disciplinary purposes as a positive result.

If the confirmation screen results are positive, employees may request an additional screening, beyond the confirmation screening, by any SAMHSA approved alternate laboratory. Employees will be responsible for the cost of any additional screenings. For chain of custody purposes, the sample will be transferred directly from the Medical Provider to the alternate laboratory, and the alternate laboratory will complete the Chain of Custody form.

If the confirmation screen results are positive, the Medical Provider will retain the sample for at least one (1) year to allow for additional screenings, and employee appeals.

(E) ROLE OF MEDICAL REVIEW OFFICER

The Medical Review Officer (MRO) is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO's primary responsibility is to review and interpret positive test results obtained through the DSP. In fulfilling these responsibilities, the MRO is to be guided by the U.S. Department of Health and Human Services (DHHS) Mandatory Guidelines.

If any question arises as to the accuracy or validity of a positive test result, the MRO should in collaboration with the laboratory director and consultants, review the laboratory records to determine whether the required procedures were followed. The MRO then makes a determination as to whether the result is scientifically sufficient to take further action. If records from collection sites or laboratories raise doubts about the handling of samples, the MRO may deem the urinary evidence insufficient and no further actions relative to individual employees would occur.

The MRO must also assess and determine whether alternate medical explanations could account for any positive test result. In reviewing the laboratory results, the MRO may conduct a medical interview with the employee, review the employee's medical history, or review any other relevant biomedical factors. The MRO shall also review any information provided by an employee attempting to show legitimate use of a drug. The MRO may perform limited physical examinations, seeking, for example, needle tracks, in determining whether clinical signs of drug abuse are present.

The MRO must ultimately determine whether some reason other than illegal drug use explains a drug-positive urine. If the MRO verifies illegal drug use, the information related to the use of illegal drugs will be disclosed to the Chief or a Deputy Chief. Any medical information provided to the MRO that is not specifically related to use of illegal drugs will be treated as confidential and not disclosed. If it is determined with reasonable certainty that there is a legitimate medical or other reason to account for the positive laboratory findings, no information identifying the specific employee will be disclosed and the test results will be reported as negative.

#### V. DISCIPLINARY ACTION AND APPEAL

(A) Disciplinary action against an employee for substance abuse shall occur only after a Fire Department Disciplinary Hearings Committee investigation in which the employee is informed of the evidence against him/her and has had an opportunity to respond.

(B) Employees who as a result of being drug tested are found to be using illegal drugs will be subject to dismissal. However, due consideration will be given to provision of rehabilitation through treatment programs in lieu of dismissal on a first offense. Voluntary submission to a rehabilitation program may be considered prior to imposition of a disciplinary penalty. Employees who are found to be abusing drug(s) which have been legally prescribed shall be allowed to enter a substance abuse rehabilitation program and shall not be terminated on the first instance of illegal drug use. Refusal to submit to a drug test, or adulteration of, or switching a urine sample may also be grounds for dismissal.

(C) Employees may appeal any formal disciplinary action to the Mayor and the Civil Service Commission subject to the conditions stated in Section 72 of the City Charter and the Akron Fire Department Rules and Regulations. In lieu of an appeal to the Civil Service Commission, an employee may appeal his/her disciplinary action to arbitration pursuant to Article 22.

#### VI. PARTICIPATION IN A TREATMENT PROGRAM

Employees who may be drug dependent are encouraged to voluntarily seek professional assistance through a treatment program supervised by the Employee Assistance Program. Any self-referral will be kept confidential to the extent provided by the EAP's policies and procedures. Voluntary assistance should be sought BEFORE the drug abuse affects job performance or endangers fellow employees or members of the public.

Although rehabilitation is one of the principal mechanisms relied upon to reach the goal of this Program, rehabilitation is considered only secondary to the primary goal of ensuring safety. The Chief will, therefore, recommend referral to EAP only when the particular circumstances of an employee's case indicate that treatment will be both therapeutic, and a reasonable alternative to facilitating the goal of this program. If the Chief, or Deputy Chief, refers an employee to the EAP, such supervisory referral will be considered a direct order. Supervisory referrals will be kept confidential to the extent provided in this Program, and in the EAP's policies and procedures, except that the EAP will submit a written

report to the Chief when an employee successfully completes the EAP, refuses to participate in the EAP, or withdraws from the EAP before successful completion of the program.

The City's EAP is separate and distinct from the Fire Department and this Drug Screening Program. Therefore any referral or treatment is subject to the EAP's own policies and procedures.

Participation in the EAP will not necessarily preclude disciplinary action with respect to any violations of the law or work rules and regulations.

#### VII. MEDICAL PROVIDER

The Medical Provider for collection of samples referred to above is Summa Health System.

#### VIII. NOTICE OF EDUCATION OF EMPLOYEES REGARDING TESTING

1. All employees will be informed of the Division's drug testing policy. Employees will be provided with information concerning the impact of the use of drugs on job performance, the manner in which these drug tests are conducted, the reliability of the tests performed, under what circumstances employees will be subject to testing, what the tests can determine, the types of substances to be screened, and the consequences of testing positive for illegal drug use. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

2. There will be a sixty (60) day information distribution period prior to the implementation of testing under this policy for employees.

#### IX. PROBATIONARY EMPLOYEE DRUG TESTING

(A) All newly-hired probationary employees shall be required as a condition of employment to participate in any unannounced mass/mandatory drug tests scheduled during the probationary period.







**APPENDIX D  
WAGE SCALE**

**SALARY PLAN - FIRE  
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON,  
OHIO

PERSONNEL DEPARTMENT

EFFECTIVE DATE:  
12/30/2018

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	26.22	1,048.80	4,544.80	54,537.60
	4	27.55	1,102.00	4,775.33	57,304.00
	5	29.04	1,161.60	5,033.60	60,403.20
	6	30.61	1,224.40	5,305.73	63,668.80
81	4	31.96	1,278.40	5,539.73	66,476.80
	5	33.69	1,347.60	5,839.60	70,075.20
	6	35.51	1,420.40	6,155.07	73,860.80
82	4	37.08	1,483.20	6,427.20	77,126.40
	5	39.09	1,563.60	6,775.60	81,307.20
	6	41.20	1,648.00	7,141.33	85,696.00
83	4	43.02	1,720.80	7,456.80	89,481.60
	5	45.35	1,814.00	7,860.67	94,328.00
	6	47.80	1,912.00	8,285.33	99,424.00



**APPENDIX D  
WAGE SCALE**

**SALARY PLAN - FIRE  
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON,  
OHIO

PERSONNEL DEPARTMENT

EFFECTIVE DATE:  
1/5/2020

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	26.94	1,077.60	4,669.60	56,035.20
	4	28.31	1,132.40	4,907.07	58,884.80
	5	29.84	1,193.60	5,172.27	62,067.20
	6	31.45	1,258.00	5,451.33	65,416.00
81	4	32.84	1,313.60	5,692.27	68,307.20
	5	34.62	1,384.80	6,000.80	72,009.60
	6	36.49	1,459.60	6,324.93	75,899.20
82	4	38.10	1,524.00	6,604.00	79,248.00
	5	40.16	1,606.40	6,961.07	83,532.80
	6	42.33	1,693.20	7,337.20	88,046.40
83	4	44.20	1,768.00	7,661.33	91,936.00
	5	46.59	1,863.60	8,075.60	96,907.20
	6	49.11	1,964.40	8,512.40	102,148.80

**APPENDIX D  
WAGE SCALE**

**SALARY PLAN - FIRE  
AKRON FIREFIGHTERS ASSOCIATION - LOCAL #330**

CITY OF AKRON,  
OHIO

PERSONNEL DEPARTMENT

EFFECTIVE DATE:  
1/3/2021

GRADE	STEP	HOURLY RATE	WEEKLY RATE	MONTHLY RATE	ANNUAL RATE
80	3	28.30	1,132.00	4,905.33	58,864.00
	4	29.74	1,189.60	5,154.93	61,859.20
	5	31.35	1,254.00	5,434.00	65,208.00
	6	33.06	1,322.40	5,730.40	68,764.80
81	4	34.50	1,380.00	5,980.00	71,760.00
	5	36.37	1,454.80	6,304.13	75,649.60
	6	38.35	1,534.00	6,647.33	79,768.00
82	4	40.02	1,600.80	6,936.80	83,241.60
	5	42.19	1,687.60	7,312.93	87,755.20
	6	44.49	1,779.60	7,711.60	92,539.20
83	4	46.43	1,857.20	8,047.87	96,574.40
	5	48.95	1,958.00	8,484.67	101,816.00
	6	51.61	2,064.40	8,945.73	107,348.80

## APPENDIX E

### RETIREE LIFE INSURANCE

AKRON FIREFIGHTERS ASSOCIATION, LOCAL #330  
 Bargaining unit members who were active full-time employees who retired:  
 Prior to April 1, 1977 ..... \$ 2,000

IAFF Local 330 bargaining unit members who were active full-time employees who retired on or after:  
 April 1, 1977 but prior to April 1, 1981 whose death occurs  
 after July 31, 1978:..... \$ 4,000  
 Otherwise: ..... \$ 2,000

April 1, 1981 but prior to April 1, 1984: ..... \$13,000  
 After one year of retirement, reduces to:..... \$ 6,500

April 1, 1984 but prior to April 1, 1987: ..... \$15,000  
 After one year of retirement, reduces to:..... \$ 7,500

April 1, 1987 but prior to April 1, 1988: .....\$17,000  
 After one year of retirement, reduces to:..... \$ 8,500

April 1, 1988 but prior to April 1, 1989: .....\$18,000  
 After one year of retirement, reduces to:..... \$ 9,000

April 1, 1989 but prior to April 1, 1990: ..... \$20,000  
 After one year of retirement, reduces to:..... \$10,000

April 1, 1990 but prior to April 1, 1991: .....\$22,000  
 After one year of retirement, reduces to:..... \$11,000

April 1, 1991 but prior to January 1, 1992: .....\$25,000  
 After one year of retirement, reduces to:..... \$12,500

January 1, 1992 but prior to January 1, 1993: .....\$27,000  
 After one year of retirement, reduces to:.....\$13,500

January 1, 1993 but prior to January 1, 1994: .....\$29,000  
 After one year of retirement, reduces to:.....\$14,500

January 1, 1994 but prior to January 1, 1995: ..... \$32,000  
 After one year of retirement, reduces to:.....\$16,000

January 1, 1995 but prior to January 1, 1996: ..... \$34,000  
 After one year of retirement, reduces to:.....\$17,000

January 1, 1996 but prior to January 1, 1997: ..... \$36,000  
 After one year of retirement, reduces to:..... \$18,000

January 1, 1997 but prior to January 1, 1998: ..... \$40,000  
 After one year of retirement, reduces to:..... \$20,000

January 1, 1998 but prior to January 1, 1999: ..... \$43,000  
 After one year of retirement, reduces to:..... \$21,500

January 1, 1999 but prior to January 1, 2000: ..... \$46,000  
 After one year of retirement, reduces to:..... \$23,000

January 1, 2000 or after: ..... \$50,000  
 After one year of retirement, reduces to:..... \$25,000

**JAMES J. MASTURZO**  
Deputy Mayor / Labor Relations

**MARY BOHNERT**  
Secretary IV



**Donald L. Plusquellic**  
Mayor

**THE MAYOR'S OFFICE OF LABOR RELATIONS**

146 S. High Street / CitiCenter / Suite 703 / Akron, Ohio 44308 / (330) 375-2280 / Fax (330) 375-2414 / www.ci.akron.oh.us

April 29, 2008

Mr. Phillip Gauer, President  
Akron Firefighters Association, Local #330  
161 Massillon Road  
Akron, OH 44312

Dear Mr. Gauer:

This letter is to reaffirm the City of Akron's commitment made that should the Police and Firemens' Disability Pension Fund of Ohio's health insurance plan or a successor plan cease to provide benefits to eligible City of Akron retirees, spouses and dependent children, widows and widowers, the City of Akron would become the primary insurer of benefits authorized by the City of Akron ordinances.

In cases where another health plan or plans' liability precedes the City of Akron plan, the City of Akron will continue to provide benefits in its order of liability.

Sincerely,

James J. Masturzo  
Deputy Mayor/Labor Relations

JJM:mb

December 31, 2019

Randy Briggs  
Deputy Mayor for Labor Relations  
City of Akron  
166 South High Street  
Akron, OH 44308

Mr. Briggs:

This letter acknowledges that so long-as the Ohio Police and Fire Pension Fund (“OP&F”) makes available to Local 330 retirees a healthcare option, retirees must utilize the healthcare option offered by OP&F, in order for those retirees to be eligible to receive retiree supplement medical benefits from the City of Akron.

This letter is submitted per the parties’ settlement terms of the 2019 – 2021 Collective Bargaining Agreement. This letter does not supersede or amend other terms of the CBA, nor does it supersede or amend prior Memoranda of Understanding or Letters of Understanding.

Respectfully,

A handwritten signature in blue ink that reads "Steve Barker". The signature is stylized and cursive.

Steve Barker  
Akron Firefighters Association, IAFF Local 330