EXHIBIT "A"

DRAFT NO. 3101

Pages 1 thru 84

AGREEMENT

Between the

CITY OF WARREN, OHIO

AND

LOCAL #74, A.F.S.C.M.E., AFL-CIO

AND OHIO COUNCIL 8 AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

EFFECTIVE JANUARY 1, 2011

EXPIRES DECEMBER 31, 2013

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PURPOSE OF AGREEMENT

The collective bargaining agreement, hereinafter referred to as the "Agreement," entered into by the City of Warren, hereinafter referred to as the "City" and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, and AFSCME AFL-CIO, Local 74, hereinafter referred to as the "Union", has as its purpose the following:

Section 1: To maintain a satisfactory and stabilized City-Union relationship and to promote improved work performance.

Section 2: To provide for the peaceful and equitable adjustment of differences which may arise.

Section 3: To assure the effectiveness of service by providing an opportunity for employees to meet with the City, through their Union representatives, as desired, to exchange views and opinions on policies and procedures affecting the conditions of their employment.

Section 4: To continue to assure the right of every employee to fair and impartial treatment.

Section 5: To provide an opportunity for the Union and the City to negotiate as to wages, hours, and all other terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement for the employees in the bargaining unit as provided herein.

TERM OF AGREEMENT

This Agreement supersedes as of January 1, 2011, the Agreement effective January 1, 2010. The provisions of this Agreement shall remain in effect until terminated as hereinafter expressly provided.

ARTICLE 2 - RECOGNITION

Section 2.01: The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, and all other terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Agreement for those employees of the City in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time, holding the following classifications as detailed in Appendix "A" of this Article.

In the event of a change in classification of a position within the bargaining unit, wherein such change in classification does not represent a change in duties and responsibilities of an individual bargaining unit member, the change in classification shall not affect the bargaining unit status of said individual bargaining unit member. Changes in classification within the bargaining unit will be added to this Agreement by addendum.

Section 2.02: Except as provided elsewhere in this Agreement, the parties agree that all positions and classifications not specifically listed in Appendix "A" established herein as being included in the bargaining unit, shall be excluded from the bargaining unit. No non-Local 74 employee may be assigned to a Local 74 position where Local 74 members are eligible for that position.

ENGINEERING PLNG & BLDG

Building Inspector
Electrical Inspector
Plumbing Inspector
Zoning and Planning Technician
Secretary
Engineering Aide IV
Engineering Aide III
Engineering Aide II
Engineering Aide I
Office Supervisor
City Service Compliance Coordinator
Clerk Typist

OPERATIONS

Foreman
Cement Finisher
Equipment Operator IV
Equipment Operator II
Equipment Operator I
Skilled Maintenance Man
Custodian Worker
Bricklayer
Heavy Equipment Mechanic
Automotive Mechanic
Assistant Automotive Mechanic
Section Leader
Crew Leader
Sign Painter
Carpenter
Painter
Skilled Maintenance Man Apprentice
Clerk Typist
Lineman (Paint Crew Seasonal)
Laborer II
Laborer I
Secretary
Engineering Aide III
Master Skilled Maint. Man
Data Entry Operator
Welder/Metal Fabricator
Master Cement Finisher
Master Heavy Equipment Mechanic

APPENDIX "A"

BOARD OF HEALTH

Sanitarian Supervisor
Sanitarian III
Sanitarian II
Sanitarian I
Public Health Nurse
Environmental Health Clerical Coordinator
Vital Statistics Clerk
Code Inspector
Food Programs Coordinator
Public Health Clinician

INCOME TAX

Chief Investigator/Auditor
Investigator/Auditor
Senior Cashier/Auditor
Cashier/Auditor
Data Systems Specialist
Account Information Technician

PACKARD MUSIC HALL

Auditorium Maintenance Man
Assistant Auditorium Maint Man
Auditorium Technical Coordinator

ENVIRONMENTAL SERVICES

Foreman
Environmental Services Operator II (Spec. Stat.Emp.)
Environmental Services Operator I (Spec. Stat. Emp.)
Heavy Equipment Mechanic
Office Supervisor
Laborer I
Automotive Mechanic
Secretary

LAW

Executive Legal Secretary II
Legal Secretary
Assistant Legal Secretary
Paralegal Assistant

ADMINISTRATION

Clerk Typist
Secretary

APPENDIX "A" - Continued

WATER POLLUTION CONTROL DEPARTMENT

Plant Maintenance Mechanic III
Plant Maintenance Mechanic II
Plant Maintenance Mechanic I
Pumping Station Technician
Plant Operator
Plant Alternate
Heavy Equipment Mechanic
Crew Leader
Equipment Operator IV
Equipment Operator I
Laborer II
Laborer I
Chief Plant Maintenance Mechanic
Foreman
Assistant Chemist
Executive Secretary I
Clerk Typist
Electronic Systems Specialist
Section Leader
Chief Operator
WPC Accountant
Bio-Solids Processing Technician
Computer Technician
Engineering Aide IV
Bio-Solids Equipment Operator I

FIRE DEPARTMENT OFFICE

Heavy Equipment Mechanic
Executive Secretary I

POLICE DEPARTMENT OFFICE

Office Supervisor
Animal Warden (Dog Catcher)
Secretary
Clerk Typist
Data Entry Operator

COMMUNITY DEVELOPMENT DEPARTMENT

C.D. Accountant
Program Coordinator
Program Specialist
Secretary
Clerk Typist

WATER

Cross Connection Technician
Foreman
Water Distribution Technician
Pumping Station Mechanic
Maintenance Electrician
Plant Shift Leader
Plant Operator I
Plant Maintenance Mechanic III
Plant Maintenance Mechanic II
Plant Maintenance Mechanic I
Customer Service Representative
Water Serviceman
Heavy Equipment Mechanic
Plant Operator II
Water Line Repairman
Equipment Operator IV
Equipment Operator II
Equipment Operator I
Meter Reader
Cashier
General Clerk
Assistant Chemist
Data Entry Operator
Consumer Service Representative
Laborer II
Laborer I
Executive Secretary I
Tapper-Meter Repairman
Section Leader
Meter Reader Leader
Master Cement Finisher
Data Entry Leader
Chief Plant Maintenance Mechanic
Water Secretary
Plant Maintenance Mechanic IV
Maintenance Electrician Apprentice
Service Representative Clerk
Utility Service Representative
Water Distribution Secretary

ARTICLE 3 - THE CITY'S MANAGEMENT RESPONSIBILITIES

Section 3.0l: The Union shall recognize the right and authority of the City to administer the business of the City, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operation of the City to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to, the following which are not modified by the expressed terms of this Agreement:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees; and

B. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed; and

C. To determine the departments' goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes; and

D. To determine the size and composition of the work force, and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds; and

E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; and

F. To maintain the security of records and other pertinent information; and

G. To determine and implement necessary actions in emergency situations.

Section 3.02: The Union recognizes and accepts that all the rights and responsibilities of the City not specifically modified by this Agreement, shall remain the function of the City.

ARTICLE 4 - UNION REPRESENTATION

The City recognizes the right of the Union to select local officers, stewards, and alternate stewards to represent its members on union matters arising under this Agreement as follows:

Section 4.01: **LOCAL UNION OFFICIALS**: The Union shall provide to the City an official roster of its officers which is to be kept current at all times, and shall include the following:

1. Name
2. Address
3. Union office held
4. Home telephone number

One (1) local Union officer as designated by the Union shall be permitted to investigate and process a grievance City-wide. Such grievance investigation will involve prior approval of the respective Department Head(s). The Union officer for investigating grievances City-wide shall be one (1) of the following: President, Vice President or Chief Steward.

Section 4.02: **UNION STEWARDS:** The City agrees to recognize in the following departments and/or divisions:

A.	Water Filtration	- 1 Steward
B.	Operation Department	- 1 Steward
C.	Environmental Services Department	- 1 Steward
D.	Waste Water Department	- 1 Steward
E.	Water Department Office	- 1 Steward
F.	Water Department Distribution	- 1 Steward
G.	Miscellaneous Clerical	- 1 Steward
H.	All Police & Fire Civilian Personnel	- 1 Steward
I.	Professional and Technical	- 1 Steward

The alternate steward shall act as a steward when the regular steward is absent from work.

A steward shall be permitted to:

Investigate and process a grievance within his own location and attend the meetings as provided in the grievance procedure during their working hours without loss of regularly scheduled pay hours. Such activity shall be with proper regard for the City's operational needs and work requirements. All local officers and stewards shall cooperate in good faith with the city in keeping to a minimum the time lost from work due to grievance handling. Within the time limits set forth in the grievance handling. Within the time limits set forth in the grievance procedure, meeting shall be held at mutually convenient and acceptable times to the City and the Union.

The Union agrees that within thirty (30) days after the election or appointment of stewards, it will forward to the City the names of those stewards and any changes thereafter.

The stewards shall represent one or more classifications, divisions or departments, as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards provided for in Section 4.02 or the agreed upon areas of representation, the City and the Union will endeavor to resolve the matter in a mutually satisfactory manner.

Section 4.03: **NEGOTIATING COMMITTEE**: The City agrees to pay the Union negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between Union and City.

This benefit will be limited to a maximum of six (6) members of Local 74.

Section 4.04: **UNION VISITATION**: The staff representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City.

Section 4.05: **BULLETIN BOARDS:** The City shall provide the Union with bulletin boards or exclusive space on existing boards or reasonable space at the following locations:

Community Development	- 1
Police Department	- 2
Park (Perkins, Packard Music Hall)	- 1 each
Waste Water Plant	- 1
Health Department	- 1
Income Tax	- 1
Operation Department (office and garage)	- 1 each
Water Department (filtration, office, distribution)	- 1 each
Building Department	- 1
Engineering (reasonable space)	- 1
Environmental Services	- 1
Any newly created department	- 1 each

All notices which appear on the Union's bulletin board shall be posted by the designated Union official. Union notices relating to the following matters may be posted:

1. Union recreation and social affairs;
2. Notice of Union meetings;
3. Union appointments;
4. Notice of Union selections;
5. Results of Union elections;
6. Reports of standing committees and independent arms of the Union; and
7. Publications, rulings or policies of the Union.

All other notices of any kind not covered by 1-7 above must receive prior approval of the Director of Public Service and Safety or his/her designee.

Section 4.06: **ADA COMPLIANCE:**

The Union and the City agree this agreement shall comply with the provisions of the Americans with Disabilities Act (ADA). If a member with a bona fide documented disability under the ADA makes a request for a reasonable accommodation under the Act, that member has the right to Union representation during the process to identify the accommodation.

The City shall notify the Union in advance of any reasonable accommodation it proposes to make. The notice will include information concerning the nature of the accommodation to be made and, to the extent allowed by the affected member and law, the nature of the required restrictions which make the accommodation necessary. If the Union wishes to discuss the proposed accommodation, it will make written request of the City for a meeting to discuss the required restrictions within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

The specific nature of the disability will not be discussed, unless the affected member provides written authorization to both parties.

ARTICLE 5 - NO STRIKE OR LOCK-OUT

Section 5.01: **STRIKE PROHIBITED**: The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. Therefore, while this Agreement is in effect there shall be no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with public service.

When the City notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined above, the Union shall immediately conspicuously post notice over a signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee failing to return to work after notification by the Union as proceeded herein, or who participates in or promotes such strike activities, as previously outlined, may be subject to immediate discharge.

Section 5.02: It shall not be a violation of the Agreement for members of the bargaining unit to honor any lawful picket line established within the City. Members shall cross any picket line which is solely informational.

When the member's job assignment could jeopardize the health, safety or welfare of the public, he shall cross the picket line. The members honoring a lawful picket line shall not be paid for any hours not worked.

If any members elect not to cross a picket line, their job assignment shall be performed in any manner the City deems necessary.

To the extent practicable, the City shall attempt to reassign, to related duties, any bargaining unit member who exercises his or her right under this Section of the Agreement, to honor a lawful picket line. In the event the City cannot reassign a bargaining unit member to related duties, the City may send the member home.

Section 5.03: **LOCK-OUT PROHIBITED:** The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members, unless those members shall have violated Section 5.01 of this Article.

ARTICLE 6 - UNION SECURITY AND DUES CHECK OFF

Section 6.01: The City and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probation period. The probation period for the purpose of this Article is the first six (6) months an employee is employed by the City in an occupation so designated as a bargaining unit position. However, dues and assessments may be deducted from new employees of bargaining unit positions after thirty (30) days of employment with the City. Probationary employees may file and process grievances under this Agreement.

Section 6.02: The City will deduct regular initiation fees, monthly dues and assessments in the amount specified by the Treasurer of the Union to the City Auditor, from the pay of employees in the bargaining unit covered by this Agreement upon receipt from the Union of individuals written authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature. Such deduction shall not be made until an employee has competed thirty (30) days of service with the City.

Section 6.03: All deductions provided for in this Article shall be made once each month, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned the next pay period.

Section 6.04: All deductions provided for in this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made.

Section 6.05: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 6.06: The City shall be relieved from making such "check off" deductions upon (a) termination of employment, or (b) transfer for a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence. "Check off" shall be reinstated at such time the employee returns to active pay.

Section 6.07: Dues authorizations under Section 6.02 may be revoked by Union member during the term of this agreement. However; if an employee revokes their Union membership under the provision of this Section, the City shall be required to deduct a monthly Fair Share Fee from their pay.

Section 6.08: As a condition of employment, the City shall deduct a monthly Fair Share Fee from the paycheck of all employees in the bargaining unit classifications who have completed their sixty (60) days of service and who are not members of the Union.

Section 6.09: The amount to be deducted shall be set by AFSCME Ohio Council 8 in accordance with AFSCME International's rebate procedure. The City shall be informed in writing of this figure by the Union each time the figure is changed. The aggregate Fair Share Fees deducted shall be transmitted to the Treasurer of the local Union along with the regular Union dues deducted.

Section 6.10: P.E.O.P.L.E. Check-Off:

Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the City will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit members. P.E.O.P.L.E. deductions will be subject to the following conditions:

An employee shall have the right to revoke the authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and,

The City's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside the bargaining unit; and,

The contribution amount shall be certified to the City by the Union. The employee shall provide the City with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

Once an employee revokes authorization under this Article, the employee shall not be entitled to re-authorize voluntary contributions for a six (6) month period from the effective date of the revocation, and,

Indemnification. The parties specifically agree that the City assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the City harmless from all claims, actions or proceedings by any employee arising from the contributions made by the City pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contributions.

ARTICLE 7 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.01: Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Law, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or Union status.

Section 7.02: The City agrees not to interfere with the rights of employees to become members of the Union and there shall be no disparate treatment, interference, restraint, or coercion by the City or any City representative against any employee because of Union membership, or because of any legal employee activity in an official capacity on behalf of the Union.

Section 7.03: The Union agrees not to interfere with the rights of the employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives, against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.04: The employer agrees that employees shall not suffer general or sexual harassment at the workplace. The Union can submit such a complaint directly to Step 3 of the grievance procedure. Sexual harassment is not a consenting relationship between adults and is defined as including but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

General harassment is defined as any conduct other than sexual harassment that has the purpose or effect of creating an intimidating or hostile work environment that unreasonably interferes with an individual's work performance.

ARTICLE 8 - LABOR-MANAGEMENT MEETINGS

Section 8.01: In the interest of sound labor-management relations, the parties agree that labor-management meetings will be held at the request of either party for the purpose to discuss and resolve potential problems and to promote a more harmonious labor-management relationship. Labor-management meetings between City representatives and three (3) Union representatives will be scheduled at mutually agreed upon dates and time.

Section 8.02: The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting, or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meetings shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the City which affect bargaining unit members of the Union;

C. Discuss differences which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to improve the delivery of services;

F. Consider and discuss health and safety matters relating to employees.

Section 8.03: It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 9 - HEALTH AND SAFETY COMMITTEE

There is herewith established a joint Health and Safety Committee which shall consist of two (2) members appointed by the City, and two (2) members appointed by the Union and one (1) member mutually selected by the City and the Union. The Safety Committee will meet on a quarterly basis at mutually agreed upon dates and times.

Representatives of the Union shall be of their choosing, however, the Union shall send written notification to the Director of Public Service and Safety of their choice and each time there is a change thereof.

The purpose of the Committee is to establish safe and healthful working conditions and procedures in the City, and to encourage all employees to follow such procedures. In the event of a dispute between the City and the Committee, the Union shall have the right to place such disputed in the third step of the Grievance Procedure. If is further agreed that the Committee and the City will meet and review Workers' Compensation issues and resolutions.

ARTICLE 10 - GRIEVANCES

Section 10.01: It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the City or the Union which tend to impair or weaken the grievance procedure are improper.

Section 10.02: The term "grievance" shall mean an allegation by the bargaining unit employee or Union that there has been a breach, misinterpretation, or improper application and for compliance with this Agreement or any disciplinary actions taken by the City against bargaining unit employees. The initial step of any grievance shall be filed within ten (10) working days of the date of the occurrence or the grievant's knowledge thereof. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, any applicable law or statute.

All written grievances shall contain the following information:

A. Aggrieved employee's(s') name(s); and
B. Signature of aggrieved employee(s), chief steward, president or his designee; and
C. Date grievance was filed in writing; and
D. Date grievance occurred; and
E. Where grievance occurred; and
F. Description of incident giving rise to the grievance; and
G. Articles and sections of the Agreement violated; and
H. Desired remedy to resolve grievance.

Step 1. The Union Steward with the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor, assistant superintendent or superintendent within ten (10) working days of the date of the grievance or his knowledge of its occurrence. The supervisor shall meet with the Steward and the employee within twenty-four (24) hours after notice of the grievance has been given. The supervisor shall respond in writing within three (3) working days.

Step 2. If the grievance has not been satisfactorily settled at Step 1, it shall be presented in writing by the Steward to the Department Head. The Department Head shall meet with the grievant, Local Union President or authorized designee and the Steward within three (3) working days after notice of the grievance. The Department Head shall give a written answer to the Local Union President within five (5) working days after the Step 2 meeting.

Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may appeal the grievance to the Director of Public Service and Safety in writing within seven (7) working days after receipt of the Step 2 answer. The Director or his/her written designee shall meet within ten (10) working days after receipt of the appeal with the Union's Grievance Committee and the Grievant.

The Union Grievance Committee shall be composed of the following:

1) Ohio Council #8 Regional Director or designated Staff Representative; and
2) Two of the following: Local Union President, Vice-President, Chief Steward; and
3) Steward.

The Director or his/her written designee shall issue a written answer within seven (7) working days after the Step 3 meeting.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) working days after receipt of Step 3 answer, submit the grievance to final and binding arbitration. The Union shall notify, by certified mail, the Federal Mediation and Conciliation Service (FMCS) and the City, at the same, time of its intent to appeal the grievance. The arbitrator shall be chosen in accordance with rules of the FMCS. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance, except that in split awards or the reduction of discipline, the fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The aggrieved employee and the Union Grievance Committee and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

Section 10.03: In the event a grievance goes to arbitration, the arbitrator shall limit his decision to the interpretation, application, enforcement or compliance of specific articles of this Agreement. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not submitted to him. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

Section 10.04: The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the City, bargaining unit employees, and the Union, and all decisions of arbitrators consistent with Step 4 and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive, and binding on the City, the Union and the employees.

Section 10.05:

A. A grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to the grievance or any future grievances.

B. A policy grievance may initially be presented by the Union at Step 3 of the grievance procedure. A policy grievance is defined as an alleged violation of the agreement but not necessarily a violation which pertains to any specific bargaining unit member(s).

Section 10.06:

A. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding.

B. Any grievance not answered by the City's representatives within the stipulated time limits, may be advanced by the Union to the next step in the grievance procedure.

C. Working days as provided within the grievance procedure shall not include Saturdays, Sundays, or holidays for all departments of the City including those of continuous operations.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 11.01: Whenever the City determines that an employee may be disciplined for cause, a pre-disciplinary hearing will be held by the City within ten (10) working days of the alleged incident or ten (10) working days after the City is made aware of the incident.

Pre-disciplinary hearing notices should contain the following information:

1. Name of affected employee;
2. Date of incident giving rise to discipline;
3. Where incident occurred;
4. Description of incident giving rise to the discipline;
5. All pertinent information related to the charges;
6. Charges.

After considering all testimony concerning the alleged violation, the City shall rule on the alleged violation and notify the parties concerned in writing of their decision within seven (7) working days of the hearing.

In the event the Department Head determines that more than a ten (10) day suspension is warranted, the hearing will be continued before the Director. This hearing shall take place within five (5) working days of the initial hearing. The Director shall rule on the alleged violation and notify the parties concerned in writing of his/her decision within seven (7) working days of the hearing.

Section 11.02: **DISCIPLINE:** The City shall not discipline any employee except for just and proper cause. Disciplinary action shall be taken in progressive order as provided herein. Disciplinary action for related violations shall include the following:

1. Oral Reprimand: Only in presence of Steward.
2. Written Reprimand: State reason for reprimand and send copy of letter to Union.
3. Suspension: Notice to be given in writing, stating charges, with copy to Union.
4. Discharge: Notice to be given in writing, stating charges, with copy to the Union.

An employee may be suspended or discharged for dishonesty, being under the influence of alcohol or illegal drugs at work, gross insubordination, gross neglect of duty, fighting, theft, deliberate destruction of City property, or any other acts of gross misconduct.

For the purposes of this Article, gross insubordination is defined as an employee's flagrant, willful or intentional refusal to obey a lawful and reasonable management directive or work rule.

Before any of the above-stated actions may be taken, the Union must first be advised and have either the Steward or other Union representative present while such action is being taken, however, an employee may be immediately relieved of duty for acts of gross misconduct pending the outcome of the pre-disciplinary hearing.. If vindicated, the employee shall be "made whole" and shall not suffer any loss of pay or benefits.

Section 11.03: **DISCHARGE;** The City shall not discharge any employee without just and proper cause. If, in any case, the City feels there is just and proper cause for dismissal, the employee and his Steward will be notified in writing that the employee has been discharged and the reason for the discharge set forth.

Section 11.04: The Union shall have the right to present a suspension or discharge as a grievance at Step 3 of the grievance procedure and the matter shall be handled in accordance with the grievance procedure, if deemed necessary.

Any employee found to be unjustly suspended or discharged shall be re-employed with full compensation for all lost time and restoration of all other rights, benefits and other conditions of employment.

Disciplinary action taken by the City shall be placed in an employee's personnel file. Notices of disciplinary action involving discipline of less than three (3) days shall cease to have force and effect after one (1) year, provided there has been no intervening discipline for the same or similar type infraction.

Notices of disciplinary action involving discipline of three (3) days or more shall cease to have force and effect after two (2) years, provided there has been no intervening discipline for the same or similar type infraction.

ARTICLE 12 - CONTRACTING OUT

The City agrees that work normally performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor; provided that employees in the bargaining unit are available and there is available the required equipment, and the task to be performed may be performed efficiently within the required time to complete such task or project. The City shall not contract work normally done by bargaining unit employees on layoff status.

ARTICLE 13 - SENIORITY

Section 13.01: **CONTINUOUS SERVICE:** City-wide seniority shall be defined as the length of continuous service calculated from date of first employment or re-employment in the bargaining unit following a break in continuous service in accordance with the following provisions:

A. The following situations shall not constitute a break in seniority or continuous service:
   1. Absence while on approved leave of absence;
   2 Absence while on approved sick leave or disability leave;
   3. Military leave;
   4. A layoff of less than five (5) years duration;
   5. A resignation where the employee is re employed or reinstated within thirty (30) days.

B. The following situations constitute breaks in continuous service for which seniority is lost:

   1. Discharge for just cause;
   2. Retirement;
   3. Layoff for more than five (5) years;
   4. Failure to return to work within ten (10) calendar days of a recall from layoff;
   5. Failure to return at the expiration of a leave of absence;
   6. A resignation where the employee is re employed after thirty-one (31) calendar days or more.

Seniority for employees with the same hire date shall be determined by the date of application as received by the City for the position they hold.

There shall be two (2) types of seniority: (a) City-wide seniority which is total full-time service with the City regardless of department or classification; and (b) departmental seniority which is total full-time service rendered in an individual department regardless of classification.

The City shall establish in the bargaining unit departments a seniority list which shall include the employees' City-wide seniority date and a departmental seniority date. This list shall be updated annually and a copy provided to the Union.

Section 13.02: **BIDS AND TRANSFER REQUESTS**: When employees are reassigned from one department to another resulting from the bidding process, they shall be placed at the bottom of the department seniority listing that department to which they have been assigned, except that employees shall be credited with any previous seniority earned within a department upon their return to that department.

Employees promoted to other positions not included within the bargaining unit shall continue to accumulate City-wide seniority for purposes of fringe and retirement benefits. Employees returned to their prior classification and/or department within the bargaining unit, prior to the sixty (60) day probationary period, shall have the same department seniority they had prior to the promotion.

Section 13.03: **EFFECT OF TRANSFERS:** Transfers between departments and within the same classification shall not affect the employee's department seniority status, if such a move resulted from a reassignment because of action mandated by the City.

Transfers between departments as a result of disciplinary action will result in the employee's department seniority date being changed to the date that the employee is assigned to the new department.

Transfers between departments and within the same classification, which occurs on a voluntary basis or as a result of a request made by the employee and granted by the City, will result in the employee's department seniority date being changed to the date that the employee is assigned to the new department.

Section 13.04: **UNION NOTIFICATION**: The City will provide the Union with a notice of employees who quit, retire, terminate, are granted leaves of absence or who transfer from one department to another or transfer out of the bargaining unit. The notice shall contain the name, job classification, department, and date of the affected action.

Section 13.05: **EMPLOYEES WITHOUT SENIORITY RIGHTS**: The following employee(s) will not be entitled to acquire seniority while employed by the City:

A. Part-time employee (an employee who is employed twenty-four (24) hours or less per week).

B. Student employee (a student employed less than one thousand five hundred (1500) hours per year).

C. Casual employee (an employee hired on a temporary basis whose employment does not exceed three (3) calendar months).

Notwithstanding any foregoing provisions of this Section 13.05 to the contrary, however, the City may employ four (4) part-time clerical employees, and twelve (12) part-time employees for refuse collection, up to forty (40) hours per week who shall be without seniority rights. These employees shall not be used to permanently replace full-time bargaining unit employees.

ARTICLE 14 - PROBATIONARY PERIODS

Section 14.01: **NEW HIRE PROBATIONARY EMPLOYEES**: New employees will be regarded as probationary employees until completing one hundred and twenty (120) days of actual work or nine (9) calendar months - which ever come first - as a full-time City employee. The employee will not receive any continuous service credit during the probationary period and may be laid off or discharged as exclusively determined by the City. Probationary employees continued beyond their probationary period shall receive full continuous service credit and seniority from date of original hiring.

It has been agreed upon between the parties that the new hire probationary period can be extended under the following conditions:

a. The City has determined that additional work time is needed for the employee to demonstrate his/her ability to perform the job; and

b. Two (2) Union Officials (President, Vice-President, or Ohio Council 8 Representative) agree to the extended probationary period.

Section: 14.02: **PROMOTION**: All employees promoted shall serve a probationary period not to exceed sixty (60) working days from the effective date of the promotion and shall be paid at the prevailing rate of pay.

It has been agreed upon between the parties that the promotional probationary period can be extended under the following conditions:

a. The City has determined that additional work time is needed for the employee to demonstrate his/her ability to perform the job; and

b. Two (2) Union Officials (President, Vice-President, or Ohio Council 8 Representative) agree to the extended probationary period.

Section: 14.03: **DISCHARGE OR QUITS**: If an employee is discharged with cause or quits and is later rehired, the employee shall be considered a new employee as to probationary period and subject to the provisions of Section 14.01 herein.

Section 14.04: The City will immediately provide the Union with a copy of the appointment letter of all new employees hired or promoted by the City within the bargaining unit and such notice shall contain the name, address, department, job classification and the date of hire or promotion.

ARTICLE 15 - POSTING OF JOB OPENINGS

Section 15.01: **POSTING AND BIDDING**

A. The City shall post any vacant positions which are in the bargaining unit for a period of ten (10) working days after such opening is known to occur, except that the City reserves the right to make a temporary appointment limited to fifteen (15) working days until a selection may be made from such qualified individuals who make application thereof.

B. Whenever there is a job opening in the exclusive bargaining unit covered by this Agreement, a notice of the opening will be posted for ten (10) working days in all departments of the City and a copy of the notice will be sent to the Union. All City employees will have a ten (10) working day period in which to bid upward, downward or laterally for the job by submitting a job bid to the Human Resources Department. The City will provide a written receipt to those employees who personally apply for an upward, downward or lateral move. The notice shall contain the job classification title, rate of pay, department, area of vacancy, shift and brief job description

C. All applications timely filed shall be reviewed by the City and the job will be awarded within five (5) working days. The job will be awarded in accordance with the following preference scheduled:

1. Senior, qualified employee based on department seniority of employees within the affected department;

2. Senior, qualified employee within the bargaining unit based on City-wide seniority.

   If qualifications are relatively equal, the job will be awarded to the most senior employee.

   The City further agrees to post within ten (10) working days after the closing of the bid period showing the individual's name that was appointed or if no individual was appointed. Downward or lateral moves shall be limited to one (1) per year per bargaining unit member.

D. Temporary vacancies shall be filled by departmental seniority as in Section 15.01 (C)1. above or as set forth in departmental rules as posted and agreed upon by the designated management and union representatives.

Section 15.02: **BIDDING PROCEDURES**:

A. An employee who is awarded a job under the bidding procedure will be given a reasonable period of time, but not more than sixty (60) working days to prove that he is qualified to hold such a job on a permanent basis; and if he cannot prove his qualifications within that period of time, he shall be returned to his former job. Employees awarded the job under these provisions will be given reasonable help and supervision. They will be considered to have qualified on the new job when they satisfactorily perform the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when their records as to the quality and quantity of work meets the standard applicable to the job.

B. An employee who is awarded a job under these provisions shall receive the prevailing rate of the new classification.

C. No employee shall be eligible for promotion or transfer who has not satisfactorily completed the required probationary period as provided in Article 14, Section 14.01.

D. The City does hereby agree that a promoted employee may return to his former position during the first half of his probationary period.

E. Prior to going on vacation, if employees desire, they may file a form with the Human Resources Department indicating their desire to bid for specific jobs that might be posted during their absence. Consideration will be given to such employees as though they were at work.

ARTICLE 16 - LAYOFF AND RECALL

Section 16.01: Whenever it becomes necessary to layoff bargaining unit employees, because of lack of work, lack of funds, change in methods or other good cause shown, the employees shall be laid off in the following order:

A. Part-time and seasonal employee(s) temporary new hire(s);

B. Employee(s) who have not completed their new hire probationary period;

C. Employee(s) who have completed their new hire probationary period.

Section 16.02: When it becomes necessary to affect a layoff within a City department, the City will determine which classification(s) must be reduced.

The employee(s) with the least city-wide seniority within the affected job classification(s) shall be reassigned at the employees' option to the same or previously held classification presently being utilized within the bargaining unit that possess the minimum qualifications of the position or the next lower paid classification presently being utilized within the bargaining unit. This procedure shall be repeated with all affected employee(s) until the excess employee(s) have been reassigned as Laborer(s) I or II or Clerk/Typist(s) or General Clerk(s) within the affected department(s).

The number of laborers, clerk typist, and general clerks within the bargaining unit will be reduced to the required manning by regressing out of the bargaining unit the employee(s) with the least city-wide seniority date.

The number of assigned laborers, clerk typist, and general clerks over the required manning will be placed on layoff based on City-wide seniority date.

Section 16.03: The following communications will be made by the City prior to any layoff affecting bargaining unit employee(s):

A. The City will meet with the Union and review the specific employee(s) that will be affected by the planned layoff.

B. The Union will receive copies of all layoff notices.

C. All affected regular full-time employee(s) shall be given a minimum of fourteen (14) calendar days' advance written notice of their layoff, by certified mail at their last know address.

Section 16.04: In the event employee(s) are laid off, they may, upon request, receive payment for earned but unused vacation benefits, for a one (1) year period as quickly as possible. The City agrees that such payment will not be later than thirty (30) days after the layoff.

Any laid-off employee who has earned but unused vacation benefits, which he wasn't compensated for per the above paragraph, shall receive the same vacation balance upon his return to work or be paid for such time thirteen (13) months after the layoff date.

Section 16.05: When it is necessary to increase the work force, the employee(s) will be recalled as follows, in inverse order of layoff as outlined in 16.02:

1. Most senior qualified displaced employee, who previously held the position
2. Most senior qualified on lay-off who meets the minimum qualifications of the position being re-called
3. Most senior laid off employee
4. The result of recall shall be the return of the employee(s) to their original classification and/or department prior to layoff

In the event that vacancies occur in laborer, clerk typist, and general clerk classification(s) the most senior employee(s) laid off, based on City-wide seniority, would be the first recalled.

Section 16.06: Employee(s) on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the City sends the recall notice to the employee(s) by certified mail (to their last known address as shown on City records).

Section 16.07: No new employees shall be hired regardless of how funded until all employee(s) on layoff status from that job classification have been recalled or are offered recall.

Section 16.08: Unless otherwise provided for in this Agreement, employees shall not be eligible for benefits when on layoff status.

Section 16.09: SENIORITY STATUS OF UNION STEWARDS AND LOCAL UNION OFFICERS: When the City decides that the work force in any department or departments is to be reduced, the Union Steward in that department which would otherwise be regressed or laid off, will be retained at work provided they can perform the work of the job to which they are demoted.

The intent of this provision is to retain in active employment, the Union Steward for the purpose of continuity in the administration of the Labor Agreement in the interest of employees so long as a work force is at work; provided that no Union Steward shall be retained in employment unless work which he can perform is available to him in the department which he represents on the grievance committee.

Employees who hold any of the following office in the Union: President, Vice-President, Secretary, Treasurer, and Chief Steward shall hold super-seniority rights which put them highest on the seniority list for lay-off purposes. Regular seniority shall apply to these members if they are considering the same classification.

ARTICLE 17 - CHANGES IN JOB CLASSIFICATIONS

Section 17.01: When the City changes a job description and the changes are substantial or when the City establishes a new position within the bargaining unit or the Union believes substantial changes in an existing job have occurred, the City's Classification Committee (Director of Human Resources, Personnel Supervisor and effected Department Head) shall meet with the Union Classification Committee (President, Vice President and Council 8 representative) to review the classification and rate of pay for the changed or new position Following the review of the job in a classification meeting(s), the City shall reduce its final decision in writing on the classification and rate of pay, under signature of the Director of Public Service and Safety, within five (5) working days after the final classification meeting.

Section 17.02: If the Union disagrees with the classification or rate of pay, a grievance shall be filed at step 3 of the grievance procedure within seven (7) working days from notice of the City's final decision, stating the specific reasons for disagreement with the classification or rate of pay.

Section 17.03: If the issue is appealed to Step 4 of the grievance procedure, the arbitrator shall have the authority to establish a different classification or rate of pay, place the job in an existing classification or negate any classification. Any award of the arbitrator shall be retroactive to the date of the effected change.

Section 17.04: Any classification or rate of pay mutually agreed to between the City and the Union, not disputed by the Union, or decided by the arbitrator shall become part of Article 20, Section 20.01. The City retains the right to evaluate the responsibilities and duties of a job to reclassify it. No employee shall suffer any loss of compensation as a result of a reclassification. However, if such an evaluation indicates that the position merits a lesser rate of pay, the provisions of Article 21, Section 21.09 shall apply.

ARTICLE 18 - HOURS OF WORK

Section 18.01: **NORMAL HOURS**: The normal hours of work each day shall be consecutive, except for interruptions for lunch periods. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each work shift shall have a regular starting and quitting time. All present starting and quitting times shall remain in effect for the duration of this Agreement. Any changes, as to such starting and quitting times shall be mutually agreed to in writing between the City and the Union.

Section 18.02: **WORK WEEK**: The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, expect for employees in continuous operations and for employees engaged in unusual operations, who shall be covered by Department Work Rules.

Section 18.02A: **WORK PERIOD:** For pay purposes, the work period shall consist of seven (7) days beginning the first shift on Sunday which begins at 11:00 p.m. Saturday.

Section 18.03: **WORK DAY**: Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift.

Section 18.04: **WORK SCHEDULES:** Work schedules showing employee's shifts, work days and hours, shall be posted on bulletin boards, available to employees concerned in the work schedule. Except for emergency situations, the work schedule shall not be changed until the City and the Union have reached a mutual agreement on said change.

Section 18.04A: **SPECIAL STATUS EMPLOYEES:** Employees in the Environmental Services Department that are permanently assigned as Environmental Service Operator (ESO) II's and I's are considered special status employees. As special status employees, the only applicable Hours of Work provisions dealing with this group are as follows:

A. WORK WEEK: The normal work week shall consist of five (5) days Monday through Friday. Weeks with holidays may result in five (5) day work schedules Monday through Saturday.

B. WORK PERIOD: For pay purposes, the work period shall consist of seven (7) days beginning Sunday 12:01 a.m. of each week.

C. WORK SCHEDULE: Each ESO II will be assigned five (5) sanitation routes per work week - one (1) route per day.

D. LUNCH AND REST PERIODS: Each ESO II shall be allowed thirty (30) uninterrupted minutes for scheduled lunch or rest periods per day worked which will not be considered hours worked.

Section 18.05: **WORK WEEK PREFERENCE**: An employee may exercise his department seniority to transfer from one work-week to another work-week within his classification and location. When an opening occurs, the City shall post a notice of the opening and the work-week involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by the City, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application.

Section 18.06: **SHIFT PREFERENCE**: An employee may exercise his department seniority to transfer from one shift to another shift within his classification within his location. When an opening occurs, the City shall post a notice of the opening and the shift involved for five (5) consecutive work days. During the posting period, such employees must make written application (on forms provided by the City, with a copy provided to the employee) for the posted opening. At the conclusion of the fifth (5th) day, the opening shall be awarded to the most senior employee making application for said opening.

Section 18.07: **LUNCH**: All employees who work a regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Union.

Section 18.08: **REST PERIODS**: There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half (1/2) shift but they may not be scheduled immediately before or after the meal period or at the start or the end of a shift.

Section 18.09: When an employee works beyond his regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period.

Section 18.10: **SUPERVISORY WORK:** No supervisory personnel shall perform work normally done by the bargaining unit employees when such bargaining unit employees are available; except in the event of an extreme emergency as determined by the proper officials of the City.

Section 18.11: Both parties recognize that due to the varied operations within the City service departments, that individual departmental rules, regulations and practices in effect may result in some deviation from the provisions set forth in this Article and do not supersede this Agreement and shall be mutually agreeable between the parties.

ARTICLE 19 - OVERTIME

Section 19.01: **REGULAR EMPLOYEES**:

A. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of forty (40) in one (1) work week during the period provided in Article 18, Section 18.02.

B. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular rate of pay for all hours paid in excess of eight (8) in one (1) day during the period of the start of their shift to the beginning of their next shift.

C. All employees in the job classifications covered by this Agreement shall receive time and one-half (1-1/2) their regular pay for all hours worked on holidays in addition to holiday pay.

D. All paid holiday hours and paid vacation hours and paid sick leave shall be counted as hours worked for the purpose of computing overtime. (For example: If an employee regularly works Monday through Friday and the holiday falls on Thursday and the employee works full days on Monday, Tuesday, Wednesday, Friday and Saturday, the employee shall receive time and one-half (1-1/2) for all hours worked on Saturday).

E. The City agrees that a procedure will be written as part of the departmental work rules and posted by each department to ensure that overtime is reasonably equalized in each department and/or division within classifications and/or series of classifications. It is recognized between the parties, however, that due to daily assignments, overtime lists may be out of balance.

F. Wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

G. Any and all overtime provided by this Article shall be calculated and paid as part of the pay period worked, except that members may be allowed to accumulate a maximum of two hundred forty (240) hours of compensatory time (160 hours actually worked) in lieu of paid overtime. This compensatory time shall be accumulated at one and one half (1-1/2) hours for each one (1) hour worked and shall not be allowed to be converted to cash for any reason. It may only be used as time off.

Section 19:02: **SPECIAL STATUS EMPLOYEES:** Employees in the Environmental Services Department that are permanently assigned as ESO I's or II's are special status employees. As special status employees, the only applicable overtime provisions dealing with this group are as follows:

A. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for each hour worked in excess of forty (40) hours in a work week.

B. Any and all overtime provided by this Article shall be calculated and paid as part of the pay period worked.

C. The following paid unworked hours shall be considered as hours worked for the purpose of computing overtime:

1. Paid Holiday hours
2. Paid Vacation hours
3. Work hours lost due to a work related injury
4. Work hours lost due to equipment breakdown
5. Paid Sick Leave hours

All other hours paid but not worked shall not be considered hours worked for overtime pay calculations.

D. Wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

E. Any and all overtime provided by this Article shall be calculated and paid as part of the pay period worked.

ARTICLE 20 - PAY RATES

Section 20.01: The following pay rates shall be in effect as so indicated:

	Prev. Rate/Hr. 01/1/2011	Prev. Rate/Hr. 01/1/2012	Prev. Rate/Hr. 01/1/2013
BOARD OF HEALTH			
Sanitarian Supervisor	22.65	22.65	22.65
Sanitarian III	22.05	22.05	22.05
Sanitarian II	20.29	20.29	20.29
Sanitarian I	18.85	18.85	18.85
Public Health Nurse	18.52	18.52	18.52
Code Inspector	18.14	18.14	18.14
Environmental Health Clerical Coordinator	16.52	16.52	16.52
Vital Statistics Clerk	15.81	15.81	15.81
Food Programs Coordinator	23.24	23.24	23.24
Public Health Clinician	15.33	15.33	15.33
OPERATIONS			
Foreman	20.69	20.69	20.69
Master Skilled Maint. Man	20.10	20.10	20.10
Heavy Equipment Mechanic	19.37	19.37	19.37
Equipment Operator IV	18.81	18.81	18.81
Cement Finisher	18.10	18.10	18.10
Bricklayer	18.10	18.10	18.10
Automotive Mechanic	18.10	18.10	18.10
Skilled Maintenance Man	19.50	19.50	19.50
Section Leader	19.49	19.49	19.49
Crew Leader	17.41	17.41	17.41
Equipment Operator II	17.41	17.41	17.41
Sign Painter	18.10	18.10	18.10
Carpenter	18.10	18.10	18.10
Painter	18.10	18.10	18.10
Equipment Operator I	16.63	16.63	16.63
Assistant Automotive Mechanic	16.63	16.63	16.63
Lineman (Paint Crew Seasonal)	16.63	16.63	16.63
Secretary	15.94	15.94	15.94
Data Entry Operator	15.48	15.48	15.48
Custodian Worker	15.34	15.34	15.34
Master Cement Finisher	19.14	19.14	19.14
Laborer II	15.89	15.89	15.89
Laborer I	15.11	15.11	15.11
Welder/ Metal Fabricator	18.10	18.10	18.10
Clerk/Typist	15.11	15.11	15.11
Skilled Maintenance Man Apprentice	16.63	16.63	16.63
Master Heavy Equipment Mechanic	20.10	20.10	20.10

The Lineman (Paint Crew) shall be paid at the rate indicated for Lineman during the summer months when they function in that capacity and shall be paid at the rate of Laborer during the winter months when they shall be classified in that category.

Baseball/Softball diamond maintenance men shall receive one dollar ($1.00) per hour extra from April 1, through August 15, of each year.

ARTICLE 20- PAY RATES Continued

ARTICLE 20 - PAY RATES

	Prev. Rate/Hr. 01/1/2011	Prev. Rate/Hr. 01/1/2012	Prev. Rate/Hr. 01/1/2013
ENGINEERING, PLANNING AND BUILDING			
Building Inspector	21.03	21.03	21.03
Electrical Inspector	21.03	21.03	21.03
Plumbing Inspector	21.03	21.03	21.03
Engineering Aide IV	22.62	22.62	22.62
Engineering Aide III	20.50	20.50	20.50
Engineering Aide II	19.15	19.15	19.15
Zoning and Planning Technician	19.87	19.87	19.87
Office Supervisor	18.52	18.52	18.52
City Services Compliance Coordinator	18.02	18.02	18.02
Engineering Aide I	17.03	17.03	17.03
Clerk Typist	15.11	15.11	15.11
INCOME TAX			
Investigator/Auditor	19.64	19.64	19.64
Cashier/Auditor	18.03	18.03	18.03
Data Systems Specialist	17.41	17.41	17.41
Account Information Technician	15.37	15.37	15.37
PACKARD MUSIC HALL			
Auditorium Maintenance Man	17.41	17.41	17.41
Assistant Auditorium Maint. Man	16.37	16.37	16.37
Auditorium Technical Coordinator	16.37	16.37	16.37
ENVIRONMENTAL SERVICES			
Foreman	20.74	20.74	20.74
Environmental Service Operator II	18.69	18.69	18.69
Environmental Service Operator I	17.10	17.10	17.10
Heavy Equipment Mechanic	19.37	19.37	19.37
Automotive Mechanic	18.32	18.32	18.32
Secretary	16.16	16.16	16.16

ARTICLE 20 - PAY RATES Continued

	Prev. Rate/Hr. 01/1/2011	Prev. Rate/Hr. 01/1/2012	Prev. Rate/Hr. 01/1/2013
WATER POLLUTION CONTROL			
Electronic Systems Specialist	23.20	23.20	23.20
Chief Plant Maintenance Mechanic	21.78	21.78	21.78
Plant Maintenance Mechanic III	19.52	19.52	19.52
Chief Operator	23.62	23.62	23.62
Foreman	21.04	21.04	21.04
Plant Maintenance Mechanic II	18.46	18.46	18.46
Heavy Equipment Mechanic	19.37	19.37	19.37
Plant Operator	18.27	18.27	18.27
Section Leader	19.84	19.84	19.84
Equipment Operator IV (Sanitary Sewer)	19.04	19.04	19.04
Equipment Operator IV (Storm Water)	19.04	19.04	19.04
Executive Secretary I	17.65	17.65	17.65
Plant Alternate	16.46	16.46	16.46
Plant Maintenance Mechanic I	17.23	17.23	17.23
Equipment Operator I	16.85	16.85	16.85
Laborer II	16.15	16.15	16.15
Laborer I	15.33	15.33	15.33
Clerk Typist	15.33	15.33	15.33
WPC Accountant	20.17	20.17	20.17
Bio-Solids Processing Technician	19.75	19.75	19.75
Pumping Station Technician	19.37	19.37	19.37
Computer Technician	20.11	20.11	20.11
Engineering Aide IV	22.62	22.62	22.62
Bio-Solids Equipment Operator	16.85	16.85	16.85
WATER			
Cross Connection Technician	21.08	21.08	21.08
Foreman	21.04	21.04	21.04
Plant Shift Leader	20.94	20.94	20.94
Water Distribution Technician	20.74	20.74	20.74
Assistant Chemist	21.47	21.47	21.47
Pumping Station Mechanic	20.38	20.38	20.38
Maintenance Electrician	20.92	20.92	20.92
Plant Maintenance Mechanic III	19.88	19.88	19.88
Plant Maintenance Mechanic IV	20.44	20.44	20.44
Heavy Equipment Mechanic	19.37	19.37	19.37
Customer Service Representative	18.10	18.10	18.10
Water Serviceman	18.67	18.67	18.67
Plant Maintenance Mechanic II	18.46	18.46	18.46
Plant Operator II	18.27	18.27	18.27
Section Leader	19.84	19.84	19.84

ARTICLE 20 - PAY RATES Continued

	Prev. Rate/Hr. 01/1/2011	Prev. Rate/Hr. 01/1/2012	Prev. Rate/Hr. 01/1/2013
WATER (Continued)			
Water Line Repairman	19.37	19.37	19.37
Equipment Operator II	17.65	19.37	19.37
Equipment Operator IV	18.69	18.69	18.69
Tapper-Meter Repairman	18.50	18.50	18.50
Executive Secretary I	17.41	17.41	17.41
Consumer Service Representative	17.11	17.11	17.11
Plant Operator I	17.28	17.28	17.28
Meter Reader	17.03	17.03	17.03
Plant Maintenance Mechanic I	17.14	17.14	17.14
Cashier	16.66	16.66	16.66
Equipment Operator I	16.85	16.85	16.85
Data Entry Operator	15.48	15.48	15.48
General Clerk	15.11	15.11	15.11
Laborer II	16.15	16.15	16.15
Laborer I	15.33	15.33	15.33
Meter Reader Leader	17.54	17.54	17.54
Master Cement Finisher	19.37	19.37	19.37
Maintenance Electrician Apprentice	19.87	19.87	19.87
Water Secretary	16.63	16.63	16.63
Meter Room Coordinator	20.86	20.86	20.86
Service Representative Clerk	17.54	17.54	17.54
Utility Service Representative	17.82	17.82	17.82
Water Distribution Secretary	15.94	15.94	15.94
FIRE DEPARTMENT OFFICE			
Heavy Equipment Mechanic	19.14	19.14	19.14
Executive Secretary I	17.41	17.41	17.41
POLICE DEPARTMENT OFFICE			
Office Supervisor	18.52	18.52	18.52
Animal Warden	16.63	16.63	16.63
Secretary	15.94	15.94	15.94
Clerk Typist	15.11	15.11	15.11
Data Entry Operator	15.48	15.48	15.48
COMMUNITY DEVELOPMENT DEPARTMENT			
C.D. Accountant	19.92	19.92	19.92
Program Coordinator	19.73	19.73	19.73
Program Specialist	19.73	19.73	19.73
Secretary	16.16	16.16	16.16

ARTICLE 20 - PAY RATES Continued

	Prev. Rate/Hr. 01/1/2011	Prev. Rate/Hr. 01/1/2012	Prev. Rate/Hr. 01/1/2013
LAW DEPARTMENT			
Executive Legal Secretary II	21.44	21.44	21.44
Legal Secretary	17.49	17.49	17.49
Assistant Legal Secretary	16.77	16.77	16.77
Paralegal Assistant	15.11	15.11	15.11
ADMINISTRATION			
Secretary	15.94	15.94	15.94

*The amounts reflected in the pay rates for hazardous duty will be paid as a separate charge that in total is equivalent to the prevailing rates.

Section 20.02: Any employee appointed into the bargaining unit prior to January 1, 2011, shall be paid as follows:

1ST YEAR Full-Time Appointment	2ND YEAR Full-Time Appointment	3RD YEAR Full-Time Appointment	4TH YEAR Full-Time Appointment
70% of Prevailing Rate	80%	90%	Prevailing Rate

Any employee appointed into the bargaining unit after January 1, 2011, shall be paid as follows:

1ST YEAR Full-Time Appointment	2ND YEAR Full-Time Appointment	3RD YEAR Full-Time Appointment	4TH YEAR Full-Time Appointment
60% of Prevailing Rate	67.5%	75%	82.5%

5TH YEAR Full-Time Appointment
90%

Any employee shall receive the next higher percentage on their full-time appointment anniversary date each year until they reach the prevailing rate regardless of their classification.

The City reserves the right under these circumstances to appoint an employee at a rate that is higher than sixty percent (60%) but not to exceed seventy-eight percent (78%) of the prevailing rate. This provision shall only apply when the job requirements of the classification being filled specify previous specialized schooling, training or certification.

These jobs are as follows:

Registered Sanitarian
Registered Public Health Nurse
Certified Heavy Equipment Mechanic
Certified Automotive Mechanic
Certified Building Inspector
Certified Electrical Inspector
Certified Plumbing Inspector
Degreed Engineering Aide
Certified Plant Shift Leader
Degreed Assistant Chemist
Journeyman Maintenance Electrician
Degreed C.D. Accountant

ARTICLE 21 - PAY RATES AND VARIATIONS

Section 21.01: **CALLOUT TIME**: Callout time is defined as being recalled to work after the employee has completed their regular work day and has left the department. Pay for such callout time shall be a minimum of four (4) hours pay at the rate of time and one-half (1-1/2) for all such callouts, or actual time spent at the rate of time and one-half (1-1/2), whichever is greater. For Water Department service calls, an employee shall be granted a minimum of two (2) hours pay at the rate of time and one-half (1-1/2), or actual time spent at the rate of time and one-half (1-1/2).

Water Department service calls will be identified as the following:

A. Investigations of reports involving no supply or sub-normal pressure; or reports of the appearance of water of undetermined origin.

B. Placement of warning devices such as bombs, horses, flickers, etc.

C. Installation, removal or replacement of water meters and service line "turn-ons" and "turn-offs".

D. Services rendered by a pumping station mechanic which mechanic has a city vehicle; and which services are rendered at the City pumping station.

For Water Pollution Control Department service calls, an employee shall be granted a minimum of four (4) hours pay at the rate of time and one-half (1-1/2) or actual time spent at the rate of time and one-half (1-1/2).

Water Pollution Control Department service calls will be identified as follows:

A. Investigation of waste water back-up or appearance of water of undetermined origin.

Section 21:02: **TEMPORARY PAY RATES**: An employee shall be paid under the pay range of the job which the employee is called upon to perform, even though this is a temporary position for the employee. Employees temporarily transferred to a higher hourly rated job for less than four (4) hours, will be paid the appropriate higher rate for the time so worked on the job. Employees temporarily transferred to a higher hourly rated job for four (4) hours or more in a work day will be paid the higher rate for the day.

This subsection shall apply only to specific cases; e.g. an illness of an employee or a vacation period of an employee and should not be interpreted to mean that each employee in the affected department shall be raised to the next highest position in the department.

This Section shall apply when certified in writing by the Department Head that the employee is wholly discharging any or all the duties of the position to which the employee is temporarily elevated.

In the event any employee is required to fill a position temporarily which bears a lesser pay scale, the employee shall be paid at their regular rate. When bargaining unit employees are temporarily assigned to fill vacancies of non-bargaining unit positions, they will receive their regular rate of pay plus fifty per cent (50%) of the difference between their regular rate of pay and the rate paid for the temporary position assigned.

Section 21.03: **CERTIFICATION/LICENSE COMPENSATION**:

A. Effective January 1, 1992, in additional to their regular rate of pay, an employee who attains a distribution system or supply certificate in Water or a collection systems or works certificate in Waste Water, as issued by the State of Ohio Environmental Protection Agency (EPA) shall be compensated if the obtained certificate relates to their specific operations (except as listed in D.) when assigned in the following divisions of either the Water or Water Pollution Control Department:

Water Filtration Plant
Water Distribution Area
Water Technical Service Area
Water Pollution Control Plant
Water Sewer Area (Water Pollution Control)
The rate of additional compensation is as follows:

Class I - Certificate - $ 45.00 per month
Class II - Certificate - $ 95.00 per month
Class III - Certificate - $155.00 per month

B. The compensation provided to any individual employee shall be limited by the highest class attained by that employee in their specific operation without regard to the number of classes attained in all operations for which certificates are issued.

C. The position or class of Assistant Chemist in the Water Department shall receive compensation in addition to their respective regular rates of pay in the amount of twenty-five dollars ($25.00) per month after providing sufficient evidence of the attainment of certificate of approval for bacterial analysis of potable water and certificate of approval for chemical analysis of potable water.

D. Employees who are considered eligible to receive this Certificate/License compensation under Agreement language provisions in effect prior to January 1, 1992, will continue to receive Certificate/License compensation.

Section 21.04: **SHIFT DIFFERENTIAL**:

A. Employees in all departments who work the afternoon or midnight shifts shall receive, in addition to their regular pay, fifty cents (50¢) per hour as additional compensation. Dayshift employees who work past their regular quitting time, onto a premium shift, or are called out on the afternoon or midnight shift, and work in excess to two (2) consecutive hours into the premium shift will be eligible for shift differential.

The differential payments provided for in this Section shall be added to the total wages and shall not increase the hourly rate.

Section 21.05: **CONSTRUCTION PROJECTS - OUTSIDE CONTRACTORS**: Employees required to work on all construction projects of outside contractors or developers where labor or inspection costs are by previous agreement with the contractor or developer reimbursed to the City, shall be paid an additional one dollar ($1.00) per hour. This shall be charged to the contractor or the developer by the appropriate City departments involved. This shall also apply to emergency calls when City equipment is rented on construction projects and operated by City employees.

Section 21.06: **HAZARDOUS PAY – OPERATIONS DEPARTMENT**:

An additional twenty (20¢) per hour for all hours worked shall be paid to three (3) City designated Bloodborne Pathogens trained Operations Department employees for exposure to harmful pathogenic bacteria and other harmful substances. Any other employee who is assigned to work in any division listed herein shall receive the negotiated hazardous duty rate for the duration of such assignment. The intent of this language is not to allow the pyramiding of hazardous duty pay, i.e. employees who are normally assigned to these divisions or who have the payment rolled into the base rate shall not be eligible for a double payment.

Section 21.07: **MILEAGE REIMBURSEMENT:** The City shall pay for the authorized use of privately owned automobiles an amount equal to the per mile allowance being then utilized by the Internal Revenue Service for business deduction purposes.

The City shall modify the mileage allowance, effective on the first day of the month following any modification of the allowance by the Internal Revenue Service.

The City and Union shall mutually agree upon the sources of such information and incorporate such source as if fully written herein.

Section 21.08: **MEAL ALLOWANCE**: A meal allowance of one half (1/2) hour pay at straight time will be paid to employees who are required to work more than four (4) hours overtime after completion of a regular eight (8) hour shift only.

Section 21.09: **PERSONAL RATES**: As a result of re-evaluation of existing job descriptions and classifications, a personal rate will be paid to those employees being paid an amount over and above the standard hourly wage rate of the job.

Any personal out-of-line differential shall be identified with the employee and the job occupied and shall apply only to such employee while on such job.

Personal rates shall be adjusted to the job class rate in the following manner effective:

An employee receiving a personal rate will receive fifty percent (50%) of any rate increase paid to the job occupied with the remaining fifty percent (50%) of the increase being applied to reducing the out-of-line differential between the rate of the job and the personal rate. This process will continue until the rate of the job and the personal rate are equal.

Section 21.10: **TIME COMING CONVERSION**: A member may request in writing to their Department Head to convert full or partial time coming accounts to cash. The written request must be filed with the Department Head no later than March 15 of the year preceding payment. Payment will then be made by March 15 of the following year.

Section 21.11: **CLOTHING ALLOWANCE**: The Parking Monitor and Animal Warden shall be supplied initial uniforms and replacements of up to two hundred dollars ($200.00) per year.

Section 21.12: **STANDBY PAY**: Members required to carry a beeper to be called for work shall be paid an additional two (2) hours at one and one half (1-1/2) times his/her rate per week.

Section 21.13: **CERTIFICATION, LICENSE, REGISTRATION COMPENSATION**: Individuals employed by the City in the positions listed below upon receiving and maintaining required state certification, licenses and registration shall receive additional compensation as follows:

(Registered)	Sanitarian	$155.00 per month
(Registered)	Nurse	$ 95.00 per month
(Registered)	Electrical Inspector	$155.00 per month
(Registered)	Building Inspector	$155.00 per month
(Registered)	Plumbing and Mechanical Inspector	$170.00 per month
(Journeyman)	Maintenance Electrician	$155.00 per month
(Journeyman)	Maintenance Electrician Apprentice	$155.00 per month
(Certified)	WPC Foreman	$120.00 per month
Employees with Chlorine Certificates		$ 43.33 per month
CD Employees with Lead Risk Assessor License		$ 43.33 per month
(Certified)	Commercial Herbicide Applicator 5,6c, CORE	$ 95.00 per month*

*To be increased to $155 per month with receipt of the Turf Certificate.

Section 21.14: **OPERATOR-IN-CHARGE "ADD-ON"**: Each eight (8) hour shift in the Water Pollution Control Plant shall have a Plant Operator in charge of day-to-day operation and decisions needed for that shift. This function shall be assigned to the highest licensed senior Plant Operator working the shift and shall be paid fifty cents (50¢) per hour in addition to their regular hourly rate of pay.

Section 21.15: **REST STATUS**: In the event an employee works at least twelve (12) consecutive hours in callout or overtime status until three (3) hours prior to the start of his/her regularly scheduled shift, the employee shall be allowed four (4) hours rest status. Employees in rest status shall be paid as if working but shall be subject to callout if the needs of the City dictate such callout. Employees who refuse or are unavailable for the callout shall not be eligible for rest status but shall be eligible for other paid leave status.

Section 21.16: **TRAINER**: The parties agree there shall be eight (8) bargaining unit employees designated as "Trainer" for the Safety Programs as outlined in House Bill 308 (Ohio Public Employee Risk Reduction Act). The Trainers shall be required to perform and be responsible for the following duties:

1. **Train The Trainer Responsibilities**

a. Attend two (2) hours train-the-trainer sessions on the City's Safety Program.
b. Verbally communicate safety information to employees within their departments and utilize audio/visual materials and equipment.
c. Post safety information in respective departments.
d. Record training attendance and make short written comments on safety feedback for the Safety Committee, Department Heads and Personnel Supervisor.
e. Schedule training dates, pick up and return training materials to the Personnel Supervisor's office in a timely manner.
f. Work with Department Heads to set up classroom and training equipment and clean up training facility.
g. Use copy machine and prepare training pass outs and reports.

2. **Safety Committee Responsibilities**

a. Become the Department Safety Committee Person.
b. Act as recording secretary, take minutes of safety meetings and see that they are published and distributed to members and appropriate supervisors at least one (1) week prior to the next meeting.
c. Furnish information concerning training, departmental safety inspections, accidents, serious injuries and near misses. Work with supervisors on follow-up activities regarding these subjects.

3. **Accident/Injuries/Near Miss Investigation Responsibilities**

a. Attend safety training sessions on accident investigation, reporting and follow-up activities.
b. Immediately report to the scene of a serious accident; Assist supervisor in isolating area; take photographs as necessary; investigate accident and restore area to normal use after clean up.
c. Complete, copy and distribute necessary reports within twenty-four (24) hours following an accident.

4. **Department Safety Inspection Responsibilities**

a. Conduct and record quarterly walk through inspection of all hazardous areas in department (Maximum two hours).
b. Publish, distribute, and review results of inspections with Safety Committee and Supervisors.
c. Conduct timely follow-up inspections to ensure corrective actions are completed prior to next inspection.

Trainers shall be selected from bargaining unit employees currently performing such training and on the basis of their current involvement in the Safety Program. Replacements for these individuals will be selected from those employees who demonstrate: knowledge of the programs; a willingness to participate in the programs and to train other employees; the ability to train other employees and their involvement in the program itself. To the greatest extent as possible, employees shall be chosen based on their classification, seniority and the criteria outlined above.

The position of Trainer shall be established in the following departments and in the following numbers. The compensation for the Trainers shall be as listed below:

Department	Number	Rate
Water	3 One from Distribution One from Filtration	$0.65 per hour

	One as determined by the parties	
Operations	2	$0.65 per hour
Water Pollution Control	2	$0.65 per hour
Environmental Services	1	$0.50 per hour

Section 21.17: **CDL TRAINER, DRIVING INSTRUCTOR, "ADD-ON"**: A bargaining unit member shall be designated by the Director of Public Service and Safety to serve as the CDL Trainer, Driving Instructor. This member shall train all probationary City employees required to possess a Commercial Drivers License in what is required to pass the CDL test. This member shall also create and administer an on-going drivers' training program which is satisfactory for the reduction of the City's automobile liability risk. From time to time, he may work with the City's Loss Control Representative. For this service, the designated member shall receive an "add-on" of forty cents (40¢) per hour to his regular rate of pay.

Section 21.18: **ASSISTANT SYSTEMS ADMINISTRATOR "ADD-ON":** A bargaining unit member may be designated by the Director of Public Service and Safety to serve as the Assistant Systems Administrator. This member shall handle the local support services and operations of the City-wide radio system, including installation and repair of the radios and computer. For this service, the designated member shall receive an "add-on" of one dollar ($1.00) per hour to his/her regular rate of pay.

Section 21.19: **LEAD-ABATEMENT SPECIFICATION WRITING "ADD-ON":** For each facility needing inspection and/or abatement, the CD employee shall receive an "add-on" as follows:

Visual Inspection	$ 50.00
Clearance Test	$100.00
Risk Assessment	$100.00
Specification Writing	$100.00

Section 21.20: **SKILLED MAINTENANCE MAN APPRENTICE TRAINER "ADD-ON"**: The Master Skilled Maintenance Man shall be paid forty cents (40¢) per hour for every hour he/she is paid while the position of Skilled Maintenance Man Apprentice is filled.

Section 21.21: **CDL RENEWAL REIMBURSEMENT**: The City will reimburse the nineteen dollar ($19.00) CDL portion of the drivers license renewal fee to bargaining unit members who are required to possess a CDL. This payment shall only apply once every four (4) years.

Section 21.22: **MAINTENANCE ELECTRICIAN APPRENTICE TRAINER "ADD-ON"**: The Maintenance Electrician shall be paid forty cents (40¢) per hour for every hour he/she is paid while the position of Maintenance Electrician Apprentice is filled.

Section 21.23: **DEPUTY REGISTRAR (Birth and Death Certificates) "ADD-ON":** The senior Vital Statistics Clerk may be designated by the Board of Health to serve as Deputy Registrar to function as the Registrar in his/her absence. For this service, the designated Clerk shall receive an "add-on" of one-dollar and twenty five cents ($1.25) per hour to his/her regular rate of pay.

ARTICLE 22 - TOOLS AND EQUIPMENT

Section 22.01: **TOOLS**: The City will continue to purchase tools for the general use of employees to be able to perform the job in a proper manner.

Section 22.02: **UNIFORMS**: The City shall provide uniforms to all employees as mutually agreed upon between the Union and the departments involved.

The City shall provide such special wearing apparel as is required by the nature of the employees' work and such wearing apparel as is necessary when they are required to work in rainy weather.

The City shall provide each new employee with an initial issue of the above described items and it shall be the duty of each employee to use normal diligence in their use and shall only have issued to him replacements of special wearing apparel and rainy weather apparel upon return of worn out apparel.

Willful damage or loss shall obligate the employee to replace such apparel at the employee's expense.

Section 22.03: **PROTECTIVE CLOTHING AND EQUIPMENT**: The City shall provide all employees' protective clothing and equipment; such as, rain gear, rubber boots, gloves, caps, safety glasses, safety helmets, aprons, coveralls, and other protective gear necessary to perform the work involved.

Safety equipment issued by the City must be worn as prescribed. Failure to do so shall result in disciplinary action. This disciplinary action shall be of a corrective and progressive nature and in accordance with the Labor Agreement.

Willful damage or loss shall obligate the employee to replace such apparel at the employee's expense.

ARTICLE 23 - VACATION

Section 23.01: **VACATION BENEFITS**: Each member of the bargaining unit shall be entitled to vacation under the following formula:

Length of Service	Vacation
After having completed 1 year of service	80 hours
After having completed 5 years of service	120 hours
After having completed 11 years of service	160 hours
After having completed 17 years of service	200 hours
After having completed 23 years of service	240 hours

Section 23.02: **VACATION ACCUMULATION:** Vacation time shall be accumulated on a bi-weekly basis and shall be made known to the employee via his/her payroll check stub per the following formula:

After having completed 1 year of service	3.077 hrs/pay period
After having completed 5 years of service	4.615 hrs/pay period
After having completed 11 years of service	6.154 hrs/pay period
After having completed 17 years of service	7.692 hrs/pay period
After having completed 23 years of service	9.231 hrs/pay period

In accordance with this language, the day after an employee has completed either five (5), eleven (11), seventeen (17) or twenty-three (23) years of credited vacation service, the employee will receive an additional forty (40) hours of vacation credit which is to be reflected immediately in the individual employees accumulative vacation credit hours.

Section 23.03: **VACATION REQUIREMENTS:** Each vacation period shall commence on any day of the work week subject to the approval of the Department Head or may be used in one-tenth (.10) hour increments. Unused vacation time must be used within a period of three (3) years therefore the maximum hours an employee shall be permitted to carry past December 31 of any calendar year is as follows:

Length of Service	Maximum Vacation Accumulation
After having completed 3-4 years of service	240 hours
After having completed 5 years of service	280 hours
After having completed 6 years of service	320 hours
After having completed 7 years of service	360 hours
After having completed 11 years of service	400 hours
After having completed 12 years of service	440 hours
After having completed 13 years of service	480 hours
After having completed 17 years of service	520 hours
After having completed 18 years of service	560 hours
After having completed 19 years of service	600 hours
After having completed 23 years of service	640 hours
After having completed 24 years of service	680 hours
After having completed 25 years of service	720 hours

Section 23.04: **VACATION CREDIT**: Any employee hired by the City into a bargaining unit position shall only receive vacation service credit for actual time as a City of Warren, Ohio employee.

ARTICLE 24 - HOLIDAYS

Section 24.01: **PAY FOR HOLIDAYS WORKED:** Hours worked by a member of the bargaining unit under this Agreement on any of the holidays specified below shall be paid at the rate of time and one half (1-1/2) for each hour's work plus eight (8) hours of additional holiday pay.

The first day of January
The third Monday of January
The third Monday of February
The last Monday in May
The 4th of July
The first Monday of September
The second Monday of October
November 11
Thanksgiving Day
The day after Thanksgiving
The 24th day of December
The 25th day of December

A. Employees who are scheduled Monday through Friday shall observe holidays that fall on Saturday and Sunday in the following manner for consideration of pay purposes:

When one (1) of the holidays enumerated specifically by date above falls on a Sunday, the next following Monday shall be observed as a holiday.

When one (1) of the holidays enumerated specifically by date above falls on a Saturday, observance shall be on the proceeding Friday,

B. Employees who are scheduled on a seven (7) day rotation shift schedule or employees assigned to Packard Music Hall shall observe the following holidays for consideration of pay purposes.

Jan. 1 (New Years' Day)
Jan. 15 (Martin Luther King)
Feb. 22 (President's Day)
May 30 (Memorial Day)
July 4 (Independence Day)
The 1st Monday of Sept.
Oct. 12 (Columbus Day)
Nov. 11 (Veteran's day)
The 4th Thursday of Nov.
The day after Thanksgiving
December 24th (Christmas Eve)
Dec. 25 (Christmas Day)

C. Employees who are not scheduled but become scheduled on the actual holidays shall observe the holidays on the actual days they fall for consideration of pay purposes.

Section 24.02: **PAY FOR HOLIDAYS NOT WORKED**: An eligible employee who does not work on a holiday as specified in Section 24.01 above shall be paid eight (8) times the straight time hourly rate to which he is regularly assigned.

A. If an employee is scheduled to work any such holiday but fails to report and perform his scheduled or assigned work, he shall become ineligible for pay for the unworked holiday, unless he has failed to so work because of sickness or because of death in the immediate family or similar good cause. When requested to do so, the employee must furnish satisfactory proof for absence.

B. An eligible employee, as used in this Section is one who works as scheduled or assigned both on their last scheduled work day prior to and their first scheduled work day following the day on which the holiday is observed, unless they have failed to so work for the reasons specified in the paragraph above.

C. An eligible employee who takes vacation during a period in which a holiday occurs shall be paid for the holiday as eight (8) hours of unworked holiday pay. (For example: If an employee regularly works Monday through Friday and the holiday falls on Monday, the employee shall be paid eight (8) hours holiday pay on Monday and thirty-two (32) hours vacation pay for Tuesday through Friday.)

Section 24.03: **PERSONAL DAYS**:

a. Bargaining unit members, for their first calendar year, will be permitted to take scheduled work days off as follows: (1) hired January 1 thru April 30 – three (3) days, or (2) hired May 1 thru August 31 – two (2) days or (3) hired September 1 thru December 31 – One (1) day. Thereafter, they shall receive this benefit per the provisions set forth in Section 24.03 (b).

b. Each member of the bargaining unit will be permitted to take four (4) scheduled work days off during each calendar year without any loss of pay for the eight (8) hours; however, no holiday premium will be paid. These personal days may be selected by the employee with proper approval of supervision.

c. Personal Days may be used in one (1) hour increments.

ARTICLE 25 - LONGEVITY

Full time bargaining unit employees will be paid longevity on the basis of the following formula:

A. First five (5) full years of service with the City of Warren - none.

   After five (5) full years of service - $3.23 per biweekly pay period for each full year of continuous service.

   Any part-time or seasonal service with the City of Warren shall not count for longevity purposes.

B. Continued longevity shall not be available to a person who terminates employment or is terminated by the City and later returns to City employment. An employee will be eligible for appropriate longevity credit in accord with the amount of continuous full-time service with the City.

ARTICLE 26 - SEVERANCE PAY

Section 26.01: **SEVERANCE PAY**: Severance pay shall be paid to any member of the bargaining unit who retires (for purpose of this Section, "retirement" means disability retirement or service retirement under an applicable State public retirement system which immediately entitles the retiree to benefits under such system) under the following formula:

A. Any member may elect, at the time of his/her retirement from active service with the City, to receive severance pay. Any such severance pay shall be paid in accordance with the following schedule:

1. If a member has been in active service with the City for at least five (5) years but less than ten years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for two hundred forty (240) hours accumulated, unused sick leave, whichever is less.

2. If a member has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for four hundred eighty (480) hours accumulated, unused sick leave, whichever is less.

3. If a member has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for seven hundred twenty (720) hours accumulated, unused sick leave, whichever is less.

4. If a member has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.

B. Severance pay shall include accumulated vacation up to seven hundred twenty (720) hours, except as reduced in Section 26.02, and all time-coming hours.

C. Any member who dies while in active service with the City and whose death immediately gives rise to death benefits under an applicable State retirement system shall be entitled to severance pay upon his/her death. This severance pay shall be paid to the designated beneficiary of the member. If there is no valid written designation of beneficiary, or if the designation is for any reason ineffective, the payment shall be made to the surviving spouse, parents, children or member's estate.

D. For purposes of this Section, the years of service set forth in this Section for a member who either dies or takes disability retirement shall be computed by determining the number of possible years of service available to such employee between the date of death or disability and the earliest date of retirement that is permitted under the applicable State retirement system.

E. If a member receives severance pay by reason of a disability retirement herein, and subsequently returns to the employ of the City, he/she shall be barred from another severance payment upon his/her retirement, death or subsequent disability.

F. Severance pay shall be paid on the hourly rate of the member at the time of their entitlement for such pay. The hourly rate for severance pay shall increase if the member receives any other regular payments such as longevity, shift differential, and certification fees. The amount to be added to the hourly rate shall be computed by dividing the amounts paid to the member during the final full month of employment by one hundred seventy-three and thirty-four hundreds (173.34) hours.

G. Members who are eligible for severance pay pursuant to this Article will receive their severance pay benefits within thirty (30) days of the time they terminate their employment with the City unless a mutual agreement has been reached to pay at a later date.

Section 26.02: In lieu of a portion of the maximum severance pay allowed in Section 26.01, employees with seventeen (17) years of PERS credit time may request to convert the vacation and sick leave hours they accumulate each year to paid wages. This shall be limited to a maximum of two-hundred forty (240) hours of vacation per year and one hundred twenty (120) hours of sick leave (vacation and sick leave hours cannot be converted separately; they must be converted in conjunction with each other) less the amount of sick leave taken over forty (40) hours except for those sick leave hours used in conjunction with an inpatient hospitalization of the employee or immediate family member, the death of a relative or an illness of five (5) or more consecutive days that has been documented by a physician's certificate during the applicable year. The payment for these accumulated hours shall be made on the last pay of December except that a final payment may be made on a person's final pay. (NOTE: Employees can make a one (1) time adjustment to tax withholding to lessen the tax impact) The hourly rate used to calculate the amount of payment shall be ninety-five percent (95%) of the employees prevailing rate of pay at the time of payment. All hours converted under this section shall be deducted from the maximum allowed in Section 26.01. Employees may choose to only convert one (1) or two (2) years accumulation to be paid in the same manner. The date this benefit is to begin must be the beginning of a pay period and the year shall include twenty-six (26) pay periods. For the year 2000, requests for benefit conversion must be made by May 12, 2000. Thereafter, the request must be made by November 1 of the year prior to conversion.

ARTICLE 27 - SEPARATION AND TERMINATION PAY

Section 27.01: An employee of the bargaining unit who is separated or terminated from the City shall be entitled to all time coming and any accumulated vacation time up to the three (3) year maximum paid at their prevailing hourly rate.

ARTICLE 28 - EXEMPLARY ATTENDANCE AWARD DAY

A. In recognition of an employee's exemplary record of perfect attendance, members of the bargaining unit who work all his/her shifts as scheduled, except as outlined in paragraphs E and F below, shall be awarded bonus days for exemplary attendance based on the following schedule:

1st calendar year.....two (2) bonus days

2nd consecutive calendar year.....three (3) bonus days

3rd consecutive calendar year
and consecutive years thereafter.....four (4) bonus days

B. All bonus days must be used within twelve (12) months of the time they are credited to the employee.

C. If after the first year of perfect attendance or thereafter, perfect attendance as defined in A above is broken, the employee must begin the cycle from the first year again.

D. Perfect attendance will be considered January 1 through December 31 of any calendar year.

E. Vacation, attendance award days, personal days, union leave, compensatory time, bereavement leave, jury duty, and up to ten (10) days of workers' compensation wage benefits when taken will not be considered a penalty against the employee's record of perfect attendance.

F. Vacation, attendance award days, personal days, union leave, compensatory time and jury duty when taken will not be considered a penalty against the employee's record of perfect attendance.

ARTICLE 29 - SICK LEAVE

Section 29.01: **SICK LEAVE CREDIT**: Each member of the bargaining unit shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited except as follows:

Any member of the bargaining unit who has completed their new hire probationary period that has less than a forty (40) hours balance of accumulated sick leave shall accumulate sick leave with pay at the rate of three (3) hours for each completed eighty (80) hours of service, unless the member has gone below forty (40) hours because of an FMLA qualifying event.

Section 29.02: **SICK LEAVE APPROVAL**: The Department Head in conjunction with the Human Resources Department has the authority to approve the use of sick leave.

Section 29.03: **SICK LEAVE PROCEDURE:**

A. A regular employee in the bargaining unit may request to use sick leave under the following circumstances:

1. In case of his/her own illness, pregnancy, miscarriage, abortion, injury, exposure to contagious disease and recovery therefrom. Sick leave benefits shall be subject to a physician's statement indicating the need to begin a maternity leave. Sick leave benefits shall be for a maximum of six (6) months for any one (1) pregnancy.

2. For attendance upon members of his/her immediate family whose illness or injury requires the care of the employee.

3. For medical, dental, or optical examination or treatment of an employee or a member of his/her immediate family.

B. Sick leave accruals with pay shall be charged against each employee in one-tenth (.10) hour increments.

C. The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to his credit upon his re employment in the public service provided he has not received compensation for unused sick leave at the time he separated takes place within ten (10) years of the date on which the employee was last terminated from public service.

D. The City shall continue to notify all employees of their accumulated sick leave credits every two (2) weeks.

E. The Director of Public Service and Safety or his designated representative may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 29.04: **SICK LEAVE - UNPAID**: After an employee has exhausted his sick leave with pay, he may be granted, with approval of the Department Head and Director of Public Service and Safety or his designee, a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury, supported by medical evidence satisfactory to the Department Head and the Director or his designee. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with approval of the Department Head and the Director or his designee.

Section 29.05: **SICK LEAVE TRANSFERRING**: Any employee hired by the City into a bargaining unit position shall not be credited with sick leave for prior public service except for actual service with the City of Warren, Ohio.

Section 29.06: **BEREAVEMENT LEAVE**: In the event of a death in the employee's immediate family, (spouse, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law), the employee shall be granted no less than three (3) and up to five (5) consecutive days of bereavement leave and must include the day of the funeral. Such leave shall be paid, but not deducted from the employee's accumulated sick leave. Additional time may be approved by the Director of Public Service and Safety or his designee for special circumstances and emergencies. Any additional time shall, with the agreement of the employer and the employee, be charged to the employee's accumulated sick leave or vacation leave.

Two (2) days of accumulated sick leave may be used when the death is of a more remote relative.

ARTICLE 30 - BENEFITS - AUTHORIZED LEAVES

Section 30.01: **PERSONAL LEAVE**: An employee may be granted a leave of absence without pay for any reason except to seek employment elsewhere and family and medical leave (as per Section 30.07), for a period not to exceed ninety (90) calendar days, with the approval of the Department Head and the Director of Public Service and Safety. All vacation and personal hours must be exhausted before this leave will be considered.

Section 30.02: **UNION LEAVE**:

A. UNPAID

At the request of the Union, a leave of absence without pay for one (1) year at a time shall be granted to any employee selected for a Union office, employed by the Union, or to perform any other function on behalf of the Union necessitating a suspension of active employment. Such leave may only be granted with approval of the Department Head and the Director. Such leave will be renewable from year to year with approval of the Department Head and the Director or his designee.

B. PAID

Absence with regular pay shall be authorized to permit employees who are officers of the bargaining unit to attend meetings and conventions of their International Union on a regional, state or national level. Only personnel elected by their employee group, and certified by official notification from their employee group, shall be granted such leave. The representatives shall be chosen by the Union. The total cumulative number of release days granted per year shall not exceed fourteen (14) working days. Additional days may be granted upon approval of the Director or his designee.

Section 30.03: **EDUCATION LEAVE**: An employee may be granted a leave of absence without pay for purposes of pursuing legitimate educational activities which directly relate to his job with the City, with approval of the Department Head and the Director or his designee. Such leave shall be for no more than one (1) year.

Section 30.04: **JURY DUTY AND WITNESS LEAVE**: An employee called for jury duty or subpoenaed as a witness in a legal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his regular pay and jury duty pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

A. His call to jury duty or witness duty
B. The amount received as jury or witness fee.

Section 30.05: **MILITARY LEAVE**: An employee who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed thirty-one (31) days in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the amount calculated by the City in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment. The pay for each such day shall be eight (8) times their prevailing hourly rate.

This benefit will be paid upon submission of proper documentation and prior approval of the Department Head and the Safety-Service Director or his designee.

Section 30.06: **FAMILY AND MEDICAL LEAVE**

Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

An employee shall be granted a leave of absence for up to twelve (12) workweeks for one the following reasons:

1. for the birth of or placement of a child for adoption or foster care; or

2. to care for an immediate family member (spouse, child or parent) with a serious health condition; or

3. to take medical leave when the employee is unable to work because of a serious health condition.

Family and medical leave shall be limited as follows:

1. To the twelve (12) month period starting from the birth or placement of a child or the first day of need due to a serious health condition.

2. To a combined total of twelve (12) workweeks if both spouses are employed by the City for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

3. The leave must be taken in consecutive eight (8) hour work days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced workweek. The employee must provide second and third medical opinions and periodic recertification to determine that it is "medically necessary" when the City requires such at the City's expense.

Intermittent or reduced workweek family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member.

Intermittent or reduced workweek family and medical leaves will not be granted for birth or because of placement for adoption or foster care of a child.

During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.

4. All family and medical leave shall be unpaid. There is no requirement to exhaust paid leave benefits to be granted Family and Medical Leave.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;

2. any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,

3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three (3) calendar days and for prenatal care.

Health care providers include:

1. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,

2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,

3. nurse practitioners and nurse mid-wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,

4. christian science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the City of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;

2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;

4. periodic reports during family and medical leave on the employee's status and intent to return to work; and,

5. a "fitness-for-duty" certification to return to work.

Section 30.08: **GENERAL LEAVE PROVISIONS:**

A. All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing on forms to be provided by the Human Resources Department and with approval of the Department Head and the Director or his designee. In emergency situations, the three (3) working day requirement may be waived.

B. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City and by and through approval of the Department Head and the Director or his designee.

C. When an employee returns to work after any leave of absence, he will be assigned to the classification which he formerly occupied.

D. For the purposes of calculating all benefit dates pertaining to this contract, City-wide seniority, and departmental seniority, an employee shall be given credit therefore for any periods of time during which he or she was rightfully on any of the leaves provided by this Agreement.

ARTICLE 31 - SERVICE CONNECTED INJURY

Section 31.01: **REPORTING PROCEDURE:** In the event of an injury while in the active discharge of duty, the employee shall be required to complete the following:

A. An "INJURY REPORT" within forty-eight (48) hours of the time of injury.

B. If time is lost, a "WORKERS' COMPENSATION CLAIM FORM", within three (3) working days of the date and time of the inception of the lost time. When filing a claim, it shall be stated that the employee has received their wages for the lost time period for a maximum of fifty-two (52) weeks.

C. If time is lost, an "AGREEMENT TO REIMBURSE" within three (3) working days of the date of lost time.

D. All employees who are receiving service connected injury benefits under labor Agreement provisions shall immediately notify the Human Resources Department of any change in his/her available residence.

To be entitled to any Workers' Compensation Wage Benefits from the City as in Section 31.02, the employee must have the forms completed and submitted to the Department Head within the outlined time limits. If extenuating circumstances arise because of an incapacitating injury, the injured employee's Department Head shall make every effort to have the forms submitted timely and if unable to do so the time limits may be extended. Failure to have the forms timely filed shall relieve the City from paying any Workers' Compensation Wage Benefits (Section 31.02) to the employee for such injury. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

Section 31.02: **PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT:** In the event of an injury while in the active discharge of duty and after completing the forms as stated in Section 31.01., the employee shall be paid Workers' Compensation Wage Benefits from the City instead of Temporary Total Benefits from the Bureau of Workers' Compensation only if the employee obtains medical treatment from the City's Health partnership Managed Care Organization as follows:

A. For the lost time in which medical certification has been submitted within three (3) working days of the date and time of the inception of lost time stating the need for the employee to be off work and the period of time the employee shall remain off work.

B. For the lost time up to fifty-two (52) weeks, the total wages the employee will receive shall be their gross pay less their normal federal, state and city income taxes. This pay shall be non-taxable. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.

C. For the lost time exceeding fifty-two (52) weeks, the employee shall be placed on Workers' Compensation leave of absence and be entitled to temporary total benefits from the Bureau of Workers' Compensation.

D. During the lost time due to injury for which the employee is receiving pay under the terms of this Article from the City, the employee who does not have one hundred twenty (120) hours of sick leave balance on their previous pay stub shall not accumulate sick leave, except that employees who have not completed three (3) years of service shall only be required to have a sick leave balance of at least fifty percent (50%) of the maximum they could have accumulated. An employee shall accumulate vacation while receiving Workers' Compensation Wage Benefits. For this period of time, the City will continue to make the deductions (excluding taxes) from the employee's pay which were made prior to the injury.

E. Any employee receiving Workers' Compensation Wage Benefits shall be handled as a day turn employee.

Section 31.03: **BUREAU DETERMINATION PROCEDURE**: Any employee who is paid as specified in Section 31.02, shall abide by the following procedure:

A. If the Bureau of Workers' Compensation allows the claim, the wages paid for such claim shall be approved.

B. If the Bureau of Workers' Compensation disallows the claim, the wages paid for the lost time period shall be recovered from the employee in such order as follows:

1. Reduction of Sick Leave Balance
2. Reduction of Vacation Balance
3. Payroll Deduction

C. After B. above has been followed and the Bureau of Workers' Compensation later allows the claim, through appeal, that was initially disallowed, the employee shall be entitled to receive Workers' Compensation Wage Benefits from the City for such lost time period. All processes will then be handled retroactively as if the employee had a claim that was initially allowed.

Section 31.04: **CITY'S SHARE OF PENSION**: The city shall pay the employer's and employee's (as per Article 35) share of pension payments for the time lost while the employee is receiving pay from the City to assure that such time is credited as service time.

Section 31.05: **LIGHT DUTY:** The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties.

Section 31.06: **PHYSICAL EXAMINATIONS:** The City at its discretion, may require an employee who is receiving service connected injury benefits, to submit to a physical examination conducted by a facility approved to make a functional capacity evaluation.

This examination will be arranged and paid for by the City of Warren and notification by the City shall not be less than three (3) working days before the scheduled examination.

The employee shall sign a release of medical information form allowing the approved facility to release the results of the physical examination to the City and the Union.

The purpose of the examination is to determine if the employee should remain on injury leave or return to work in either his/her regular job or light duty work.

If it is determined by the facility and verified by the prescribing physician that an employee is capable of returning to his/her regular or special assigned duties and the employee fails to report to work as scheduled, the employee will no longer be eligible to receive pay benefits under the service connected injury leave contractual provisions.

The employee who has not returned to work and is not eligible to receive continued service connected injury benefits may elect to try to receive temporary total benefits from the State of Ohio. However, the City may elect to appeal such action using the documentation received from the facility.

If it is determined that an employee can return to work, the employee will be scheduled by the City to return to work four (4) work days from the posting date of the certified written notice. Failure to report to work as scheduled will result in the loss of service connected injury benefits as set forth in the labor Agreement.

AGREEMENT TO REIMBURSE

The purpose of this agreement is to insure that any Workers' Compensation Wage Benefits paid by the City in advance of a claim determination by the Ohio Bureau of Workers' Compensation are automatically repayable to the City if the claim is disallowed by the Bureau.

I,_____, hereby agree to reimburse the City of Warren for any amounts which I may receive per the provisions of the Workers' Compensation Wage Benefits as set forth in the Labor Agreement and which commenced on_____ and to which I would not be entitled in the event that the Ohio Bureau of Workers' Compensation disallows the claim.

Under such circumstances, repayment of the monies received will be made in the following manner:

1. Reduction of sick leave credit hours.
2. Reduction of vacation credit hours.

If sufficient sick leave and vacation credit hours do not exist to fully recover the paid Workers' Compensation Wage Benefits, I hereby authorize the City of Warren to deduct a reasonable amount not to exceed fifty dollars ($50.00) per pay from my earnings until the required amount is fully reimbursed.

_____
Employee's Signature

_____
Social Security No.

_____
Date

Accepted for the City of Warren by:_____

Title:_____

Date:_____

ARTICLE 32 - TERMINATION OF AGREEMENT

A. Except as otherwise provided elsewhere in this Contact, this Agreement shall terminate at the expiration of one hundred and twenty (120) days after either party shall give written notice of termination, modification and/or reopening to the other party, but, in any event, shall not terminate earlier than midnight December 31, 2013.

B. If either party gives such notice, it may include therein notice of its desire to amend, modify, change, or terminate this Agreement.

C. All provisions of this Agreement shall remain in effect or become effective as provided for, and shall remain in effect until December 31, 2013, and shall remain in effect thereafter unless written notice is filed as provided for in Subsection A above. Should written notice be filed, the first meeting shall be held within ten (10) days from receipt of such notice. There shall be no strikes or lockouts during the one hundred and twenty (120) day period while the parties are attempting to reach an agreement.

D. Any notice required or permitted to be given hereunder, either party to the other, shall be conclusively deemed to have been duly given when mailed, postage prepaid, by registered mail, addressed when to the Union, A.F.S.C.M.E., Ohio Council #8, 150 South Four Mile Run Road, Youngstown, Ohio 44515-3137, Attention: Regional Director, Staff Representative or to the City when addressed, Director of Public Service and Safety, City of Warren, Ohio 391 Mahoning Ave., N.W., Warren, Ohio 44438-4634.

ARTICLE 33 - SEVERABILITY CLAUSE

Section 33.01: This Agreement is subject to all applicable federal and state laws, rules and regulations, and such laws, provisions, or any judicial decisions interpreting them, which have not been specifically modified by this Agreement. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.02: The parties agree that should any provisions of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 34 - HEALTH CARE BENEFITS

The cost of health care benefits shall be paid by the City, except as follows:

1. No coverage shall apply until a new employee has completed thirty (30) calendar days of service.

2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave).

3. No coverage shall apply immediately after separation or termination.

4. Coverage shall be provided until the end of the month of retirement.

Benefits shall be as in the (EXHIBIT A SCHEDULES (EXIBIT B SCHEDULES shall apply for those members hired after January 1, 2011) and as follows:

1. Dental Cap is $2,000.00

The City will contribute $7.25 per month to the AFSCME Ohio Care Plan for all bargaining unit members for benefits as determined by the Union.

Benefits shall continue to be provided by such method and through such carriers, if any, as the City in its sole discretion shall determine. Any contracts entered into by the City with respect to the existing benefits and the changes made herein shall be consistent with this Article.

Note: EXHIBIT A is seven (7) pages
EXHIBIT B is seven (7) pages

Your Anthem Benefits

Anthem.

City of Warren
Blue Access℠ (PPO) (AFSCME LOCAL #74)
Summary of Benefits

Exhibit A

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$200/$400	$400/$800
Out-of-Pocket Limit (Single/Family)	$500/$1,000	$1,200/$2,400
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$15/$15	30%
• allergy injections (PCP and SCP)	10%	30%
• allergy testing	10%	30%
• routine and non-routine mammograms (regardless of outpatient setting)	$15	30%
• diabetic education (regardless of outpatient setting)	$15	30%
• certain medical nutritional therapy (regardless of outpatient setting)	$15	Not Covered
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	10%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Routine Vision and Hearing exams		
• Physician Home and Office Visits (PCP/SCP)	$0/$0	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	10% -If possible this shall be 0%	30%
Emergency and Urgent Care		
• **Emergency Room Services @ Hospital (facility/other covered services)** *(copayment waived if admitted)*	10%	10%
• **Urgent Care Center Services**	$15; then 100%	$15; then 100%
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days Network/Non-Network combined for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services *(including but not limited to):* • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Private Duty Nursing - $5,000 maximum per calendar year • Durable Medical Equipment and Orthotics (Network/ Non-network combined) – Unlimited maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices - Unlimited maximum • Physical Medicine Therapy Day Rehabilitation programs	10%	30%
• Hospice Care	$0	10%
• Ambulance Services	10%	10%

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

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: Unlimited visits • Occupational therapy: Unlimited visits • Manipulation therapy: Unlimited visits • Speech therapy: Unlimited visits	 $15/$15 10%	 30% 30%
Behavioral Health Mental Illness and Substance Abuse[2] • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) *Other Outpatient Services @ Hospital/Alternative Care Facility*	 10% $15/$15 10%	 30% 30% 30%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	10%	30%
Prescription Drugs[4] **Network Tier structure equals 1/2/3 (and 4, if applicable)** • **Network Retail Pharmacies:** (30-day supply) • **Anthem Rx Direct Mail Service:** (90-day supply) **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	 $5/$20/$30 $10/$40/$60	 50%, min $30[5] Not covered
Lifetime Maximum (Combined Network and Non-network)[6]	$1 million	$1 million

Notes:
- *Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.*
- *Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.*
- *Network and Non-network deductibles, coinsurance and out-of-pocket maximums do accumulate toward each other.*
- *Dependent Age: to the end of the calendar year which the child attains age 19 or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.*
- *Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.*
- *Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.*
- *No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.*
- *PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.*
- *SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.*
- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar year*

[1]These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
[2]We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.
[3]Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
[4]If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.
[5]Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
[6]Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:
- *Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.*

Pre-existing Exclusion Period:

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We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):
12 months after the member's enrollment date

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

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Anthem Benefits

Anthem

City of Warren
Anthem Dental PPO (group size 51+)
Summary of Benefits, Effective 03/01/2009

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

BENEFITS	NETWORK/NON-NETWORK *(MEMBER'S RESPONSIBILITY)*
Annual Deductible (Single/Family)	$50/NA single/family Network and Non-network combined
Annual Maximum	$2,000 Network and Non-network combined
DIAGNOSTIC/PREVENTIVE	Covered in full* Network and Non-network
Diagnostic and Preventive Services *(no deductible)* • oral evaluations • X-rays • cleanings • space maintainers • other selected diagnostic and preventive services	
GENERAL/RESTORATIVE	20% Network/20% Non-network
General (Adjunctive) Services *(deductible applied)* • emergency palliative treatment • consultations • general anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • office visits for observation • other selected general services **Restorative Services** *(deductible applied)* • amalgam and composite restorations • pin retention procedures	
SPECIALTY	20% Network/20% Non-network
Endodontic Services *(deductible applied)* • root canal therapy • apexification • therapeutic pulpotomy • other selected endodontic services **Oral Surgery Services** *(deductible applied)* • simple and surgical tooth extractions • other selected oral surgery services **Periodontal Services** *(deductible applied)* • gingivectomy • crown lengthening • osseous surgery • soft tissue grafts • other selected periodontal services	
PROSTHODONTIC	
Prosthodontic Services *(deductible applied)* • crowns/onlays • partial and full dentures • other selected prosthodontic services	20% Network/20% Non-network
Missing Tooth Benefit *Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.* • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth)	Covered
ORTHODONTIC	Child and Adult to maximum dependent age: 20% Network / 20% Non-network
Orthodontic Services *(no deductible)* • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth	

(continued on back)

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BENEFITS	NETWORK/NON-NETWORK *(MEMBER'S RESPONSIBILITY)*
Separate Orthodontic Lifetime Maximum	$2,000 Network and Non-network combined

Note: A waiting period may apply. Please refer to your Dental Certificate for additional information.
** When choosing a Non-network provider, the member is responsible for any balance due after the plan payment, including but not limited to, benefits that are covered in full.*

In Indiana: Anthem Blue Cross and Blue Shield is the trade name of Anthem Insurance Companies, Inc.
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HOW TO OBTAIN BENEFITS

1. Call the Vision Care Provider at the telephone number on the enclosed provider list and make an appointment for an eye examination. You must call first to make an appointment for an examination.

2. Contact your Ohio AFSCME Care Plan office. The address and telephone number of each office is:

CLEVELAND
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

CINCINNATI
1213 Tennessee Avenue
Cincinnati, Ohio 45229
(513) 641-4111
(800) 562-1822

TOLEDO
Suite 106
420 South Reynolds Rd.
Toledo, Ohio 43615
(419) 536-0880
(800) 237-2631

State your name, Social Security number, where you work and that you wish to receive an Eye Care Benefits Certificate. State whether the appointment is for yourself or for a covered dependent.

3. If you are eligible, you will receive an Eye Care Benefits Certificate in the mail. It must be used prior to the validation date shown on the Certificate.

4. Take the Certificate with you to the Vision Care Center, and countersign it in the presence of personnel at the provider.

5. If you request or require optical supplies other than those expressly covered by the Plan, you must make arrangements with the provider to pay the surcharges directly.

B. Open Panel Reimbursement Plan

(Allows you to use a vision provider of your own choice)

Vision Care Benefit. The Plan will help pay for the cost of an eye examination, frame and lenses or contact lenses. The maximum amount payable by the Plan is described in the chart in the Vision Care Benefit section.

VISION CARE BENEFIT SCHEDULE

	PLAN PAYMENT
Eye Examination	up to $30.00
Materials:	
Frames, including fitting charge and case hardening	up to $40.00
Lenses, per pair including fitting charge and case hardening	
Single vision, white	up to $30.00
Bifocal, white	up to $40.00
Trifocal, white	up to $50.00
Tint, if prescribed by doctor for pathology	
Rose, 1 & 2, indoor tint	up to $6.00
Rose, 3 or darker	up to $6.00
Contact lenses, per pair	up to $75.00

How To File A Claim

1. When you have a claim or anticipate having a claim which is incurred on or after the effective date of your Vision Care coverage, obtain a Vision Care CLAIM FORM from the Plan Office.

2. Complete the Employee Statement of Claim portion of the form and present it to the doctor or provider of service. Then return the Claim Form to the Plan Office.

3. Upon receipt of the completed Claim Form, the Plan Office will process the claim and will contact you if further information is necessary.

All benefit claims must be submitted by December 31 after the end of the calendar year in which the expense for the vision benefit was paid. For example, all benefit claims for 2002 must be submitted to the Plan office by December 31, 2003.

For further information, call or write Ohio AFSCME Care Plan:

CLEVELAND
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

AFSCME Care Plan Selected Vision Providers

YOUNGSTOWN

Location Name	Address	City	ST	Zip	County	A/C	Phone No
Dr. Jeffrey Patterson, OD	1300 S. Canfield-Niles Road	Austintown	OH	44515	Mahoning	330	792-9900
JCPenney Optical-EyeMed	5555 Youngstown-Warren Rd	Niles	OH	44446	Trumbull	330	544-8813
JCPenney Optical-EyeMed	I 70 and Bainfield Rd.	St Clairsville	OH	43950	Belmont	740	695-3822
JCPenney Optical-EyeMed	7401 Market Street	Youngstown	OH	44512	Mahoning	330	758-5671
Optical Vision of Youngstown	2959 Canfield Road	Youngstown	OH	44511	Mahoning	330	792-7045
Pearl Vision-EyeMed	100 Mall Drive	Steubenville	OH	43952	Jefferson	740	264-7775
Sears Optical-EyeMed	3045 N Ridge Road	Ashtabula	OH	44004	Ashtabula	440	994-3451
Sears Optical-EyeMed	5320 Youngstown Road	Niles	OH	44446	Trumbull	330	652-9097
Sears Optical-EyeMed	67800 Mall Ring Road #100	St Clairsville	OH	43950	Belmont	740	695-8047
Sears Optical-EyeMed	100 Mall Drive	Steubenville	OH	43952	Jefferson	740	266-1213
Sears Optical-EyeMed	7401 Market Street	Youngstown	OH	44512	Mahoning	330	758-7315
Target Optical-EyeMed	5555 Youngstown-Warren Rd	Niles	OH	44446	Trumbull	330	505-9563
Union Eyes Optical Inc.	229 Churchill-Hubbard Road	Youngstown	OH	44505	Mahoning	330	759-7846

Your Anthem Benefits

Anthem.

City of Warren
Blue Access℠ (PPO) (AFSCME LOCAL #74) *Exhibit B*
Summary of Benefits

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	$500/$1000	$1000/$2000
Out-of-Pocket Limit (Single/Family)	$2,000/$4,000	$4,000/$8,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	$15/$20	40%
• allergy injections (PCP and SCP)	20%	40%
• allergy testing	20%	40%
• routine and non-routine mammograms (regardless of outpatient setting)	$15	40%
• diabetic education (regardless of outpatient setting)	$15	40%
• certain medical nutritional therapy (regardless of outpatient setting)	$15	Not Covered
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	20%	40%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations[1], Annual diabetic eye exam, Routine Vision and Hearing exams		
• Physician Home and Office Visits (PCP/SCP)	$15/$20	40%
• Other Outpatient Services @ Hospital/Alternative Care Facility	20%	40%
Emergency and Urgent Care		
• **Emergency Room Services @ Hospital (facility/other covered services)** *(copayment waived if admitted)*	$150/20% $75	$150/20%
• **Urgent Care Center Services**		$75
Inpatient and Outpatient Professional Services Include but are not limited to: • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	20%	40%
Inpatient Facility Services Unlimited days except for: • 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) • 180 days Network/Non-Network combined for skilled nursing facility	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility • Surgery and administration of general anesthesia	20%	40%
Other Outpatient Services *(including but not limited to):* • Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. • Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) • Private Duty Nursing - $5,000 maximum per calendar year • Durable Medical Equipment and Orthotics (Network/ Non-network combined) – Unlimited maximum (excluding Prosthetic Devices and Medical Supplies) • Prosthetic Devices - Unlimited maximum • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services	20% 20% 20%	40% 20% 20%

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Covered Benefits	Network	Non-Network
Outpatient Therapy Services **(Combined Network & Non-Network limits apply)** • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: • Physical therapy: Unlimited visits • Occupational therapy: Unlimited visits • Manipulation therapy: Unlimited visits • Speech therapy: Unlimited visits	 $15/$20 20%	 40% 40%
Behavioral Health Mental Illness and Substance Abuse[2] • Inpatient Facility Services • Physician Home and Office Visits (PCP/SCP) *Other Outpatient Services @ Hospital/Alternative Care Facility*	 20% $15/$20 20%	 40% 40% 40%
Human Organ and Tissue Transplants[3] • Acquisition and transplant procedures, harvest and storage.	20%	40%
Prescription Drugs[4] **Network Tier structure equals 1/2/3 (and 4, if applicable)** • **Network Retail Pharmacies:** (30-day supply) • **Anthem Rx Direct Mail Service:** (90-day supply) **Specialty Medications** must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	 $10/$20/$30 25% $100 max* $1,500 out-o -pocket maximum $10/$40/$60 $20/$40/$60 25% $100max* $1,500 out-of-pocket maximum	 50%, min $30[5] Not covered
Lifetime Maximum (Combined Network and Non-network)[6]	$1 million	$1 million

Notes:

- *Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.*
- *Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.*
- *Network and Non-network deductibles, coinsurance and out-of-pocket maximums do accumulate toward each other.*
- *Dependent Age: to the end of the calendar year which the child attains age 19 or to the end of the calendar year which the child attains age 25 if the child qualifies as a full-time student.*
- *Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.*
- *Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.*
- *No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.*
- *PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.*
- *SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.*
- *Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.*
- *Benefit period = calendar year*

[1] *These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.*
[2] *We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.*
[3] *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*
[4] *If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.*
[5] *Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.*
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12 months after the member's enrollment date

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

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Your Anthem Benefits

Anthem

City of Warren
Anthem Dental PPO (group size 51+)
Summary of Benefits, Effective 03/01/2009

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, exclusions, qualifications, limitations, terms and provisions of the Dental Certificate.

BENEFITS	NETWORK/NON-NETWORK *(MEMBER'S RESPONSIBILITY)*
Annual Deductible (Single/Family)	$50/NA single/family Network and Non-network combined
Annual Maximum	$2,000 Network and Non-network combined
DIAGNOSTIC/PREVENTIVE **Diagnostic and Preventive Services** *(no deductible)* • oral evaluations • X-rays • cleanings • space maintainers • other selected diagnostic and preventive services	Covered in full* Network and Non-network
GENERAL/RESTORATIVE **General (Adjunctive) Services** *(deductible applied)* • emergency palliative treatment • consultations • general anesthesia (surgical procedures) • I.V. sedation (surgical procedures) • office visits for observation • other selected general services **Restorative Services** *(deductible applied)* • amalgam and composite restorations • pin retention procedures	20% Network/20% Non-network
SPECIALTY **Endodontic Services** *(deductible applied)* • root canal therapy • apexification • therapeutic pulpotomy • other selected endodontic services **Oral Surgery Services** *(deductible applied)* • simple and surgical tooth extractions • other selected oral surgery services **Periodontal Services** *(deductible applied)* • gingivectomy • crown lengthening • osseous surgery • soft tissue grafts • other selected periodontal services	20% Network/20% Non-network
PROSTHODONTIC **Prosthodontic Services** *(deductible applied)* • crowns/onlays • partial and full dentures • other selected prosthodontic services	20% Network/20% Non-network
Missing Tooth Benefit *Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.* • removable prosthodontics (partials or dentures) • fixed prosthodontics (bridges) for the replacement of teeth (or tooth)	Covered
ORTHODONTIC **Orthodontic Services** *(no deductible)* • non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth • examination • records • tooth guidance • repositioning (straightening) of the teeth	Child and Adult to maximum dependent age: 20% Network / 20% Non-network

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BENEFITS	NETWORK/NON-NETWORK *(MEMBER'S RESPONSIBILITY)*
Separate Orthodontic Lifetime Maximum	$2,000 Network and Non-network combined

Note: A waiting period may apply. Please refer to your Dental Certificate for additional information.
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CINCINNATI
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Cincinnati, Ohio 45229
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TOLEDO
Suite 106
420 South Reynolds Rd.
Toledo, Ohio 43615
(419) 536-0880
(800) 237-2631

State your name, Social Security number, where you work and that you wish to receive an Eye Care Benefits Certificate. State whether the appointment is for yourself or for a covered dependent.

3. If you are eligible, you will receive an Eye Care Benefits Certificate in the mail. It must be used prior to the validation date shown on the Certificate.

4. Take the Certificate with you to the Vision Care Center, and countersign it in the presence of personnel at the provider.

5. If you request or require optical supplies other than those expressly covered by the Plan, you must make arrangements with the provider to pay the surcharges directly.

B. Open Panel Reimbursement Plan

(Allows you to use a vision provider of your own choice)

Vision Care Benefit. The Plan will help pay for the cost of an eye examination, frame and lenses or contact lenses. The maximum amount payable by the Plan is described in the chart in the Vision Care Benefit section.

VISION CARE BENEFIT SCHEDULE

	PLAN PAYMENT
Eye Examination	up to $30.00
Materials:	
Frames, including fitting charge and case hardening	up to $40.00
Lenses, per pair including fitting charge and case hardening	
Single vision, white	up to $30.00
Bifocal, white	up to $40.00
Trifocal, white	up to $50.00
Tint, if prescribed by doctor for pathology	
Rose, 1 & 2, indoor tint	up to $6.00
Rose, 3 or darker	up to $6.00
Contact lenses, per pair	up to $75.00

How To File A Claim

1. When you have a claim or anticipate having a claim which is incurred on or after the effective date of your Vision Care coverage, obtain a Vision Care CLAIM FORM from the Plan Office.

2. Complete the Employee Statement of Claim portion of the form and present it to the doctor or provider of service. Then return the Claim Form to the Plan Office.

3. Upon receipt of the completed Claim Form, the Plan Office will process the claim and will contact you if further information is necessary.

All benefit claims must be submitted by December 31 after the end of the calendar year in which the expense for the vision benefit was paid. For example, all benefit claims for 2002 must be submitted to the Plan office by December 31, 2003.

For further information, call or write Ohio AFSCME Care Plan:

CLEVELAND
1603 East 27th Street
Cleveland, Ohio 44114
(216) 781-6420
(800) 526-7201

AFSCME Care Plan Selected Vision Providers

YOUNGSTOWN

Location Name	Address	City	ST	Zip	County	A/C	Phone No
Dr. Jeffrey Patterson, OD	1300 S. Canfield-Niles Road	Austintown	OH	44515	Mahoning	330	792-9900
JCPenney Optical-EyeMed	5555 Youngstown-Warren Rd	Niles	OH	44446	Trumbull	330	544-8813
JCPenney Optical-EyeMed	I 70 and Bainfield Rd.	St Clairsville	OH	43950	Belmont	740	695-3822
JCPenney Optical-EyeMed	7401 Market Street	Youngstown	OH	44512	Mahoning	330	758-5671
Optical Vision of Youngstown	2959 Canfield Road	Youngstown	OH	44511	Mahoning	330	792-7045
Pearl Vision-EyeMed	100 Mall Drive	Steubenville	OH	43952	Jefferson	740	264-7775
Sears Optical-EyeMed	3045 N Ridge Road	Ashtabula	OH	44004	Ashtabula	440	994-3451
Sears Optical-EyeMed	5320 Youngstown Road	Niles	OH	44446	Trumbull	330	652-9097
Sears Optical-EyeMed	67800 Mall Ring Road #100	St Clairsville	OH	43950	Belmont	740	695-8047
Sears Optical-EyeMed	100 Mall Drive	Steubenville	OH	43952	Jefferson	740	266-1213
Sears Optical-EyeMed	7401 Market Street	Youngstown	OH	44512	Mahoning	330	758-7315
Target Optical-EyeMed	5555 Youngstown-Warren Rd	Niles	OH	44446	Trumbull	330	505-9563
Union Eyes Optical Inc.	229 Churchill-Hubbard Road	Youngstown	OH	44505	Mahoning	330	759-7846

ARTICLE 35 - PERS AGREEMENT

Section 35.01: **PERS PICKUP**: For the duration of this agreement, the employer shall continue to pay, on behalf of each employee, the employee's share of the PERS pension contribution to the State of Ohio in accordance with rules of the Public Employees Retirement System. This amount shall be equal to ten per cent (10%) of each employee's gross wage.

ARTICLE 36 - LIFE INSURANCE

Life insurance benefits for bargaining unit employees is as follows:

Life Insurance	Accidental Death and Dismemberment Insurance
$20,000	$20,000

ARTICLE 37 - PAY CHECK DISBURSEMENT

Employees shall receive their pay checks on a biweekly basis. Disbursement shall be at the beginning of the day shift on the Friday following the close of each pay period except that employees that are at work the afternoon shift on Thursday shall receive their pay check at the end of the afternoon shift, and the employees that are at work the midnight shift on Friday shall receive their pay check at the end of the midnight shift. If the aforementioned Friday is a holiday, pay checks shall be disbursed no later than the end of the day shift on the last working day prior to the holiday.

ARTICLE 38 – PERSONNEL FILES

Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll as well as those records maintained as personnel file records.

Every bargaining unit member shall be allowed to review the contents of his/her personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

All entries of a disciplinary or adverse nature shall be maintained officially in the personnel file which shall be maintained in the office of the Human Resources Department. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any bargaining unit member's file.

ARTICLE 39 – EMPLOYEE RIGHTS

Except as may be specified elsewhere in this contract, as for any and all terms and conditions of employment not specified in this contract, no employee in the bargaining unit waives any individual right, city code, city rule or regulation; and state or federal statue, constitutional principle, or common law, and shall be entitled to use the grievance procedure and arbitration, under this Collective Bargaining Contract. No employee shall be disciplined or discharged without just cause and due process. It is specifically recognized that those individual employee rights that remain unaffected by this Contract, that such individual employee rights are enforceable through normal Civil Service, regulatory, and/or judicial processes.

ARTICLE 40 – DRUG AND ALCOHOL POLICY

I. PURPOSE

Employees are the City's most valuable resource, and for that reason their safety and health is of paramount concern. The City of Warren maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the City expects employees to report for work in proper condition to perform their duties. The intent of this policy is to prevent you from using or possessing drugs and alcohol in the working environment or from showing up with them in your system. Use of these substances poses a serious threat to the health and safety of all employees.

Accordingly, the City of Warren's policy prohibits the unlawful manufacture, distribution, dispensing, possession, use or working while under the influence of an illegal drug, as well as the use of any substance that adversely affects safety, productivity or job performance. The policy prohibits the use of alcohol while on duty or on City premises.

II. EMPLOYEE RESPONSIBILITIES

Under this policy, employees are responsible for the following actions:

A. Avoiding the use of, and any involvement with, illegal drugs;

B. Avoiding use of alcohol while on City premises and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;

C. Using medication or prescription drugs only in accordance with prescriptions and physician's directives and providing notice to supervisors of such use in accordance with Section III.C. of this policy;

D. Abiding by the terms of this policy;

E. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying City management within five (5) calendar days of the conviction.

III. PROHIBITIONS

A. Illegal Drugs

The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by any employee while on duty, or on or about the City's premises, is prohibited and shall result in discipline, up to and including termination of the individual's employment (and may subject the individual to criminal prosecution).

B. Alcohol

The unauthorized use of alcohol by an employee while on the City's premises shall be subject to disciplinary action, up to and including termination of employment.

Off-duty use of alcohol must not affect safety, productivity or performance while on the job.

C. Medications

In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers or members of the public; the employees job performance; or safe or efficient City operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. Failure to provide such notice of work limitation will subject the employee to disciplinary action, up to and including termination of employment.

IV. EMPLOYEE ASSISTANCE

It is the City's policy to help any employee who has a substance-abuse problem, especially in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual.

If you seek assistance for a problem with drugs or alcohol, contact the City's EAP Coordinator about available counseling, rehabilitation and employee assistance.

You also can call toll free the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the City's EAP Coordinator if you have any questions about employee assistance for a drug or alcohol problem. Some forms of assistance may include the following:

- Identify treatment resources:
- Provide access to resource file on providers of assistance;
- Provide problem assessment;
- Provide confidential counseling;
- Provide referral to counseling and/or treatment;
- Provide crisis intervention;
- Provide family support services;
- Conduct follow-ups during and after treatment;
- Conduct evaluation of job performance before and after program contact;
- Review insurance coverage (including out-patient as well as in-patient treatment); and
- Institute a mechanism to review employee complaints.

While we want to help if you have a substance-abuse problem, the City also wants employees to know that the City is serious about maintaining a drug-free workplace, and you must abide by the City's policy or face discipline, up to and including termination from employment.

V. SUPERVISORY RESPONSIBILITY AND TRAINING

Supervisors are responsible for the following actions:

A. Maintaining a work environment free from employee abuses of, or influences of, drugs or alcohol;

B. Distributing this policy to, or otherwise notifying, all employees on the City's policies and expectations concerning a drug-free workplace;

C. Supporting and disseminating information relating to our ongoing drug-free awareness program;

D. Pursuant to the requirements of the Federal Drug-Free Workplace Act, notifying the Director of Public Service and Safety which an employee has been convicted of violating a criminal drug statute on City premises as soon as practical, but no later than five (5) calendar days after receiving notice under paragraph II.E. above. The Director of Public Service and Safety has the responsibility to further notify the appropriate contracting agency in writing of the violation within ten (10) calendar days after receiving notice from the employee under paragraph II.E. above.

E. If any employee's conduct violates this policy, taking prompt and appropriate personnel action in accordance with this policy and federal law, and where an employee has been convicted of violating a criminal drug statute, taking such action within thirty 30 calendar days of receiving notice under paragraph II.E. above.

To assist supervisors in fulfilling these responsibilities, the City will attempt to conduct management/supervisory training including but not limited to:

- Drug-abuse education;
- Signs and symptoms of drug use, and how to detect it;
- City policy on drug use;
- Employee assistance resources;
- How to deal with an employee suspected of drug use; and
- How and when to take appropriate disciplinary action.
-

VI. DRUG AND ALCOHOL TESTING

A. The following provisions are being established to ensure and maintain that the City of Warren is a drug-free workplace:

1. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.

2. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.

3. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.

B. Drug or Alcohol Testing Resulting From Reasonable Suspicion.

I. Drug Screening:

1. Department Heads or their designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion shall include any on the job injury requiring medical treatment, or a vehicular accident involving substantial damage exceeding five hundred dollars ($500.00)

2. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by Trumbull Mahoning Medical Group.

The urine specimen will be acquired in accordance with established procedures, and an accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

II. Alcohol Breathalyzer Test:

1. Department Heads or their designee shall order the employee to report to the Warren Police Department or other certified provider for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol.

C. Action to be taken:

I. Reasonable Suspicion

1. Employees whose breath alcohol test measures .1 or greater and/or test positive for one or more controlled substances shall be subject to disciplinary action up to and including discharge.

Drug Testing Standards

DRUG	SCREENING LIMIT:	CONFIRMATION LIMIT:
AMPHETAMINES	1000 NG/ML	
Amphetamine		500 NG/ML
Methamphetamine		500 NG/ML
CANNABINOIDS	50 NG/ML	
Carboxy-THC		15 NG/ML
COCAINE	300 NG/ML	
Benzoylecgonine		150 NG/ML
OPIATES	300 NG/ML	
Codeine		300 NG/ML
Morphine		300 NG/ML
PHENCYCLIDINE (PCP)	25 NG/ML	25 NG/ML

PLEASE NOTE: ANY DRUG LISTED AS POSITIVE CONFIRMED BY GC/MS.

II. Voluntary Assistance:

1. Employees who, prior to any reasonable suspicion, voluntarily seek assistance for a problem with drugs or alcohol will be referred to a substance abuse professional (SAP) for evaluation. The employee must abide by the rules of the Employee Assistance Program and recommendations of the SAP.

D. Related Program Costs:

1. Drug screening will be paid by the City.
2. The existing City's health benefits will apply to the cost of employee substance abuse rehabilitation program.

VII. DEFINITIONS

A. **"City Premises," "City Property," "Work Environment," "Workplace,"** shall include property, facilities, land, offices, building, structures, trailers, equipment, automobiles, trucks, vehicles and parking areas, whether owned, leased, government furnished or otherwise under control of or used by the City. Also included in this definition are other work locations, including the job site of a customer, supplier or subcontractors or associate contractor.

B. **"Alcohol"** includes alcoholic beverages and any other intoxicating liquid that contains alcohol.

C. **"Controlled Substances"** include, but are not limited to, amphetamines, marijuana, cocaine, opiates and phencyclidine. This list may be amended from time to time.

D. **"Illegal Drugs"** includes any drug of which the sale, use or possession of is unlawful, including controlled substances.

E. **"Legal drug", "Prescription Drug" and "Medication"** include drugs prescribed by a person's physician and used as prescribed and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

F. **"On Duty,"** for the purposes of this policy, means an employee's regular work hours and all other times an employee spends performing City business, on or off City premises, including but not limited to, tasks specified in his/her job description, other assigned tasks, business travel and break periods.

G. **"Under the Influence"** means, for the purposes of this policy, that the employee is affected by a drug, whether legal or illegal, alcohol or other substance, or the combination of a drug and alcohol, so as to impair or potentially impair the employee's ability to perform his/her job. The symptoms of influence are not confined to those consistent with misbehavior and not limited to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by testing or observation based on reasonable suspicion.

H. **"Reasonable Suspicion"** - An apparent state of facts, circumstances, or information, which exists from an inquiry by a supervisor trained in the detection of alcohol and drug use, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of using drugs and/or alcohol.

I. **"Criminal Drug Statute"** means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.

J. **"Positive"** - Refers to screening for a controlled substance, a test which indicates the presence of a controlled substance.

K. **"Individual Substance Abuse Rehabilitation Program"** - Through a qualified organization, a rehabilitation program is established for an individual which sets forth a specific required treatment program for substance abuse.

L. **"Refusal To Submit (TO AN ALCOHOL OR CONTROLLED SUBSTANCES TEST)"** - means that an employee 1) fails to provide adequate breath for testing without a valid medical explanation after an employee has received notice of the requirement for breath testing in accordance with the provisions of this policy, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after an employee has received notice of the requirement for urine testing in accordance with the provisions of this policy, or 3) engages in conduct that clearly obstructs the testing process.

M. **"Drug Screening Tests (Forensic Urine Drug Screen)"** - A urinalysis test administered under approved conditions and procedures to detect any of the following: Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine (PCP).

Attachment 1

NOTICE TO APPLICANTS

IT IS THE CITY'S POLICY TO ESTABLISH AND MAINTAIN A DRUG-FREE WORKPLACE.

This policy prohibits the unlawful manufacture, distribution, dispensing, possession, use or work under the influence of an illegal drug, as well as the use of any substance that adversely affects safety, productivity or job performance. The policy also prohibits the use of alcohol while on duty or on City premises.

Under this policy, if you are hired, you will be responsible for the following:

Avoiding the use of, and any involvement with, illegal drugs.

Avoiding the unauthorized use of alcohol while on City premises, and controlling your off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance.

Using medication or prescription drugs only as prescribed, and providing notice to supervisors of such use in accordance with the City's drug-free workplace policy.

Abiding by the terms of the City's policy.

Notifying City management within five (5) calendar days of a conviction for violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace.

Management is strongly committed to participation in this policy, and you could face disciplinary action (up to and including termination) if you are hired and do not abide by this policy.

Attachment 2

TRUMBULL MAHONING MEDICAL GROUP
PROTOCOL FOR URINE DRUG SCREENS

1. A company representative notifies TMMG laboratory personnel (the collectors) of the collection time, date and employee name.

2. Employee must bring proper identification: driver's license, company ID, or employer representative. NO ID NO DRUG SCREEN!

3. Either employer furnishes the proper chain of custody form or TMMG shall receive such from proper lab completing the screen.

4. The employee will be instructed to remove all objects from pockets and place them in a secured lockbox. They will also be required to remove any outside garments.

5. The employee will open the sealed container(s) and hand them to the collector.

6. The collector will place dye in the toilet while the employee washes his/her hands with water only.

7. The employee will be instructed to take all bottles into restroom and to urinate directly into the bottle with the temperature strip attached. He/she will also be instructed not to flush the toilet and to bring out all bottles when finished.

8. After, as the employee washes his/her hands with soap and water, the collector reads, shows and documents the temperature on the chain of custody form.

9. The collector then checks the toilet and flushes.

10. While the employee gathers his/her belongings from the lockbox, the sample is split.

11. The employee is asked to fill in the bottle seals and witness the collector sealing the bottles.

12. The employee and collector fill in the chain of custody form and seal the bottles and appropriate copies for shipping.

13. The employee retains his/her copy and the collector remits copies to the employer and MRO.

SPECIAL SITUATIONS

1. The donor does not have an ID and there is no employer representative available to positively identify him/her? The collection cannot and will not be performed.

2. The donor refuses to provide his/her social security number? An alternate form of identification is required (i.e. employee number). If number is not provided, record on the form "Donor refuses to provide ID number" in remarks section. Proceed with collection.

3. The donor cannot give sample when required, also called "shy bladder". The donor may have up to 24 ounces of fluids and after a period of two hours, may again attempt to provide a sample.

4. The temperature of the specimen is not within the required range. Mark in the appropriate box that the temp is out and write in the correct temperature.

5. All medications currently being taken by the donor shall be listed by the donor on the back of his/her copy of the chain of custody form.

The parties hereto have executed this Agreement by their duly authorized representatives this ~~4th~~ day of ~~January~~ February, 2011.

AFSCME, OHIO COUNCIL 8, LOCAL #74

By: Deborha Bindas Staff Rep.
Deborha Bindas
Staff Representative

Rick Radich
President

Gus Hazinakis
Chief Steward

Sam Procopio
Committee Member

Cindy Gorse
Committee Member

Angela Lewis
Committee Member

Lee DeJacimo
Committee Member

CITY OF WARREN, OHIO

By: William D. Franklin
William D. Franklin, Director,
Public Service and Safety

Gary C. Cicero
Chief Spokesperson

B. M. Massucci
Brian M. Massucci
Personnel Supervisor