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EXHIBIT "A"

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CONTRACT

Between the

City of Warren, Ohio

and

The Ohio Patrolmen's Benevolent Association

for Rank Police Officers

Effective January 1, 2011

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## ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement, entered into by the City of Warren, hereinafter referred to as the "City", and the Warren Ohio Patrolmen's Benevolent Association hereinafter referred to as the "OPBA ", has as its purpose the following:

Section 1: To achieve and maintain a satisfactory and stabilized employer-employee 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, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the State of Ohio Revised Code, and Ohio Civil Service Regulations, State and Federal laws, City of Warren Ordinances, laws, City of Warren Civil Service Rules, the Constitution of the State of Ohio and the United States of America.

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

Section 5: To provide an opportunity for the OPBA and the City to negotiate as to wages, hours, terms, and other conditions of employment for the employees in the certified bargaining unit.

## ARTICLE 2 - RECOGNITION

Section 1: The City recognizes the OPBA as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits and other conditions of employment 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: Captain, Lieutenant and Sergeant.

Section 2: Except as provided elsewhere in this Agreement, the parties agree that all positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3: Notwithstanding the provisions of this Article, management, confidential, fiduciary, professional, supervisor, office, part-time, temporary, season, and employees in the unclassified service, shall not be included in the bargaining unit.

### ARTICLE 3 - THE CITY'S MANAGEMENT RESPONSIBILITIES

Section 1: The OPBA 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 OPBA shall recognize that the City has and will retain the full right and responsibility to direct the operation of the Department, to promulgate 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 term of this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of the City's operations;
- D. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the City as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the City as a governmental unit.

Section 2: The OPBA recognizes and accepts that all the rights and responsibilities of the City not specifically modified by this Agreement or ensuing Agreements, shall remain the function of the City.

## ARTICLE 4 - UNION REPRESENTATION

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

Section 1: **LOCAL OPBA OFFICIALS:** The OPBA 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:

- A. Name
- B. Address
- C. Union Office Held
- D. Home Telephone

Section 2: **GRIEVANCE MEETINGS:** A local officer or steward shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure during their working hours without loss of regular pay and 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. The total number of OPBA members that will be permitted to attend a grievance meeting is three (3) without loss of pay for scheduled working hours.

Section 3: **NEGOTIATING COMMITTEE:** The City agrees to pay the OPBA negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between the OPBA and the City.

This benefit will be limited to a maximum of six (6) members of the bargaining unit.

Section 4: **UNION ACTIVITIES:** The City agrees that during scheduled working hours OPBA associate members, grievance representatives, and alternates or any other three (3) designated members shall be granted reasonable time off from duty hours with pay for the purpose of fulfilling their Local Union related responsibilities.

This benefit shall be limited to a maximum of three (3) hours per month for the listed members above excluding those hours for which they are involved in negotiations, grievance meetings or attending conferences.

Such time off from scheduled work hours must be arranged for in advance and approved by the Chief of Police or his designee, and shall not be unreasonably denied.

Section 5: **CONFERENCES OR SEMINARS:** In the event that the OPBA requests the attendance of local OPBA members to a national or state union conference, or any seminar related to job activity, the local OPBA associate member and one (1) appointed designee from the OPBA shall be permitted up to three (3) days per year to attend such meetings, with no loss of pay, time, or benefits. Employees may utilize other available paid leave for the purpose of

this Article. The employees shall make written requests for such leaves of absence at least ten (10) calendar days in advance of the requested date. The written request must be accompanied with documentation of the event. Said request for leave shall not be unreasonably denied.

Section 6: WORKPLACE ACCESS: The City agrees that non-employee representatives of the OPBA shall have full and free access to the premises to discuss and conduct Union business; except that the City shall have been given reasonable notice of such visits and that normal and required duty and work shall not be subjected to interruptions and harassments.

Section 7: BULLETIN BOARDS: The City shall provide exclusive bulletin board space for use by the OPBA for the purpose of posting notices.

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

- A. Union recreation and social affairs;
- B. Notice of Union meeting;
- C. Union appointments;
- D. Notice of Union selections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the OPBA; and
- G. Publications, rulings or policies of the OPBA.

## ARTICLE 5 - NO STRIKE OR LOCK-OUT

Section 1: **STRIKE PROHIBITED**: The service performed by the officers 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 slow-down or any interference with public services.

When the City notifies the OPBA by certified mail that any of its members are engaged in any such activity, as outlined above, the OPBA shall immediately conspicuously print notice over a signature of an authorized representative of the OPBA to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the OPBA fail to post such notice, the City shall have the option of canceling this Article of this Agreement.

Section 2: **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 1 of this Article.

## ARTICLE 6 - UNION SECURITY AND DUES CHECK OFF

Section 1: The City and the Union agree that membership in the OPBA 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 purposes of this Article is the first year an employee is employed in the Police Department 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.

Section 2: The City agrees to deduct OPBA membership dues from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. An employee who signs a Payroll Deduction Authorization form will forward the original to the City's Auditing Department. Upon receipt of the proper authorization form, the Auditor will deduct OPBA dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the City. A check, equal to the amount of the deductions, shall be remitted the OPBA within thirty (30) days of the date such deductions were made. The Payroll Deduction Authorization form used will be approved by both the City and the OPBA.

Section 3: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the OPBA 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 OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 4: The City shall be relieved from making such "check off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check off authorization in accordance with its terms or with applicable law.

Section 5: The City shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved shall have failed to receive sufficient wages to equal the dues deductions.

Section 6: It is agreed that neither the employee nor the OPBA shall have claim against the City for errors in the processing of deductions. If a claim of error is made to the City, in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that OPBA dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of said dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 7: Deductions provided for in this Article shall be made on the second pay of each month. In the event a deduction is not made for any OPBA member during any particular pay, the City, upon written verification of the OPBA, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The City will not deduct more than two (2) months regular dues from the pay of any OPBA member.

Section 8: Dues authorizations under Section 2 may be revoked by Union members 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 9: 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 10: The amount to be deducted monthly shall be equal to the Union dues deducted for Union members. However, a rebate procedure shall provide for a rebate of expenditures made by the Union in support of partisan politics or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. The aggregate Fair Share Fees along with the regular Union dues deducted shall be transmitted to the OPBA located at PO Box 338003, North Royalton, Ohio 44133, or other address prescribed by the OPBA.

## ARTICLE 7 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1: The city and the OPBA agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, or national origin.

Section 2: The City agrees not to interfere with the rights of employees to become members of the OPBA and there shall be no disparate treatment, interference, restraint or coercion by the City or any City representative, against any employee because of OPBA membership, or because of any legal employee activity in an official capacity on behalf of the OPBA.

Section 3: The OPBA agrees not to interfere with the rights of the employees to not become members of the OPBA, and there shall not be disparate treatment, restraint or coercion by the OPBA or its representatives, against any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 4: The OPBA recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit.

Section 5: All reference to gender in this Agreement shall be construed to be equally applicable between male and female gender.

## ARTICLE 8 - LABOR/MANAGEMENT COMMUNICATIONS

Section 1: REGULATIONS, POLICIES, DIRECTIVES: The City will forward to the OPBA associate member, or his designee, a copy of any written instrument, i.e. rules, regulations, policies or procedures governing or pertaining to personnel and/or the operations of the Warren Police Department, whether implemented or issued by the City Administrators of Police, ten (10) days excluding holidays and weekends prior to its implementation.

## ARTICLE 9 - ADJUSTMENT OF GRIEVANCES

Section 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined may be submitted through the formal grievance procedure.

Section 2: The term "grievance" shall mean an allegation by the bargaining unit employee, or group of employees, that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement, or those matters which are controlled by the provisions of Federal and/or State laws, and/or by the United States or Ohio State Constitutions. When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the effected employees by the Staff Representative of the OPBA. Any such class action grievance shall include a list of employees that are covered by the grievance.

Section 3: A grievance must be submitted to the formal grievance procedure within fifteen (15) calendar days after the grievant knows or should have known the facts giving rise to the grievance.

Section 4: If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the Ordinances of the City of Warren, by the statutes of the State of Ohio, or the United States, for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission, Civil Service Commission) such matters may not be made the subject of a grievance and may not be processed as such. The employee and his representative may meet with the Director of Public Service and Safety or his designated representative in an effort to resolve the matter prior to such appeal.

Section 5: All grievances must be presented at the proper step and time in progression in order to be considered at the next step.

The aggrieved may withdraw a grievance at any point by submitting in writing, a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal.

Any grievance not answered by the City's representatives within the stipulated time limits may be advanced by the employee, associate member or staff representative to the next step in the grievance procedure.

Copies of responses to written grievances will be given to both the grievant and the appropriate union representative(s).

Time limits set forth herein may be extended by mutual agreement between the proper parties.

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Date grievance was filed in writing;
- D. Name of supervisor with whom grievance was discussed;
- E. Date and time grievance occurred;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and sections of the Agreement violated; and,
- I. Desired remedy to resolve grievance.

Section 6: The following steps shall be followed in the process of a formal grievance:

STEP 1

The grievance must be submitted in writing to the Police Chief, or his designee within the time limits set forth in Section 3 herein. The Chief or his designee will arrange for a meeting with the grievant, with or without a representative of the local union as optioned by the grievant. This grievance meeting is to take place within ten (10) calendar days following the receipt of the grievance. The Police Chief or his designee shall provide a written response to the grievance within ten (10) calendar days after the grievance meeting has been held.

In the extended absence of the Police Chief, grievance will be accepted at the second (2) step of the grievance procedure if properly submitted.

STEP 2

If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Director of Public Service and Safety or his designated representative and the aggrieved, with or without a representative of the local union and/or legal representative as optioned by the grievant. The appeal in Step 2 must take place within ten (10) calendar days of the response in Step 1. The Director or his/her designee shall hold a Step 2 grievance meeting within ten (10) calendar days of the appeal. The Director of Public Service and Safety or his/her designee shall render a decision to the aggrieved within fifteen (15) calendar days after a grievance meeting has been held.

STEP 3 Arbitration:

If the grievance is not satisfactorily settled at Step 2, the Union may, within thirty (30) calendar days after receipt of Step 2 answer, submit the grievance to final and binding arbitration. The

Union shall notify by mail, the Federal Mediation and Conciliation Service (FMCS) and the City orally at the time of its intent to appeal the grievance. A copy of the letter to FMCS shall also be sent to the City. The parties shall choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. A coin toss shall be used to determine which party strikes first.

- A. The arbitrator shall limit his decision to the interpretation, application or enforcement of specific articles of this Agreement. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to recommend 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.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non arbitrable, or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance shall be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the City and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7: Within the time limits set forth in the grievance procedure and disciplinary action procedure, meetings shall be held at mutually convenient and acceptable times to the City and the OPBA and may be extended by mutual agreement between the City and the OPBA and if said officer is vindicated, he/she shall be compensated by the same amount of time given to said officers.

Section 8: When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with this Agreement.

Section 9: The OPBA shall use a grievance form, which shall provide the information outlined in Section 5.

## ARTICLE 10 - DISCIPLINARY PROCEDURE

- A. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and the efficient service. The City may take disciplinary action against any employee in the bargaining unit only for just cause. The City may take disciplinary action for actions which occur while an employee is working for the City, or in instances where the employee's conduct violates his oath of office. Forms of disciplinary action that may be considered are:
1. verbal warnings
  2. written reprimand
  3. suspension without pay (at the option of the employee, and with the approval of the employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained).
  4. reduction in rank.
  5. discharge.
- B. In disciplinary matters, the supervisor filing charges must advise the officer that departmental charges will be filed.
- C. Whenever the City determines that an employee may be disciplined for just cause, a disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges.
- D. The charges being filed must include the following:
1. The specific violation.
  2. The date and time of the alleged violation.
  3. Place where the alleged violation occurred.
  4. A complete narrative concerning the alleged violation.
- E. Charges being filed against an officer by a supervisor must be filed in writing with the Police Chief. In the extended absence of the Police Chief, the charges may be presented directly to the Acting Police Chief for investigation and hearing.
- F. The Police Chief, after receiving the charges will notify the officer and his representative of the OPBA in writing of the charges.
- G. A disciplinary hearing shall be held within ten (10) calendar days after receipt of charges by the officer with the Police Chief. The time limits in this paragraph may be extended by mutual written agreement between the parties. At said hearing and at every step of the grievance procedure, the officer shall be guaranteed the following rights:

1. The right to representation by the OPBA and/or an attorney.
  2. The right to confront his accuser.
  3. The right to remain silent.
  4. The right to call witnesses in his behalf.
  5. The right to appeal as covered in the grievance procedure of the Agreement.
- H. The OPBA has the right to have three (3) of its representatives and an attorney present at all disciplinary hearings.
- I. After considering all testimony concerning the alleged violation, the Police Chief, shall rule on the said violation and notify parties concerned in writing of his decision within ten (10) calendar days of the hearing.
- J. The disciplinary hearing shall be a matter of record and all testimony and evidence shall be recorded by a method to be decided upon by mutual agreement of the OPBA and the Police Chief.
- K. In the event that the Police Chief decides against said officer, the officer shall have the right to appeal said decision at the second step of the grievance procedure and the matter shall be handled in accordance with that procedure through the arbitration step if deemed necessary.
- L. The principles of progressive discipline and of due process provisions of equal protection under the law shall be the foremost goal of any and all disciplinary considerations and administrations of justice. Circumstances surrounding the need for discipline shall determine at what level progressive discipline shall begin.
- M. If as a result of disciplinary proceedings, a member of the OPBA has been vindicated of original charges, all members of the OPBA who participated in such hearings on non-duty hours shall be paid for the time spent at those hearings. This shall be limited to a total of five (5) members.

## ARTICLE 11 - SENIORITY

Section 1: Seniority shall be defined by the length of continuous service of a full time employee appointed to the Warren Police Department. Date of appointment to rank shall determine seniority within the ranks of Sergeant and Lieutenant, and Captain, respectively.

In the event two (2) or more employees have been hired on the same day, seniority shall be determined by their relative position on the Civil Service List from which they were appointed, with the greatest seniority being granted to the individual standing highest on the list.

In the event employees with the same hire date were not hired from a Civil Service List, seniority shall be determined by the date of application for the position they hold until such time as a Civil Service test is given. At such time, test results for these employees will govern seniority with the highest score holding the most seniority.

Section 2: Seniority shall accrue to all employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 3 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 3: Seniority shall be computed on the basis of uninterrupted length of continuous service within the Department.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave of 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 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 fourteen (14) 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 or re-instated after thirty-one (31) calendar days or more.

Section 4: Benefits do not accumulate while an employee is on layoff status.

Section 5: The City will post a current seniority list in the Department showing the continuous service of each employee. A copy of the seniority list shall be furnished to the OPBA Staff Representative or associate member.

Section 6: E.S.D. shift selection shall be by seniority. The Chief of Police shall post a shift selection schedule for each of the turns to be completed by October 17<sup>th</sup> and April 16<sup>th</sup> of each year. The senior most Lieutenant shall choose his turn by seniority in rank followed by the next most senior Lieutenant and so on down the line until all shifts are filled.

After all Lieutenants have selected their shift by seniority in rank, the most senior Sergeant in rank shall choose his turn and days off and so on down the line until all shifts are filled.

## ARTICLE 12 - TERMINATION OF AGREEMENT

A. Except as otherwise provided elsewhere in this Agreement, this Agreement shall be effective through midnight, December 31, 2013. Within ninety (90) days prior to expiration, either party may give written notice to the other and SERB of its intent to negotiate a successor agreement. The Agreement shall remain in full force and effect during the negotiations and until a successor agreement is signed or upon final and binding conciliation. This notice shall also be given to local representation.

## ARTICLE 13 - LABOR-MANAGEMENT MEETINGS

Section 1: 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) OPBA representatives will be scheduled at mutually agreed upon dates and time.

Section 2: 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 Contract;
- B. Notify the Union of changes made by the City which affect bargaining unit members of the Union;
- C. Discuss ways to improve the delivery of services;
- D. Consider and discuss health and safety matters relating to employees.

Section 3: It is further agreed that if special labor-management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

## ARTICLE 14 - HOURS OF WORK

Section 1: **WORK DAY**: The regular hours of work each day shall be consecutive to include interruptions for lunch periods of thirty (30) minutes per shift and subject to call. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods. Each shift shall have a regular starting time and quitting time.

Eight consecutive hours of work, plus 15 minutes of roll call time, within a twenty-four (24) hour period shall constitute a regular work day.

Section 2: **WORK WEEK**: The work period shall consist of eighty (80) hours of scheduled time in any two (2) week pay cycle commencing at 21:00 hours on Sunday.

The regular work week shall consist of five (5) consecutive work days as prescribed in Section 1 of this Article for all employees other than Emergency Service Division Sergeants.

The regular work week for Emergency Service Division Sergeants shall consist of four (4) consecutive ten (10) hour days. All time worked by Emergency Service Division Sergeants in excess of ten (10) hours shall be compensated at the employee's overtime hourly rate. The guaranteed roll call per annum will be forty-four (44) hours under the ten (10) hour workday schedule.

Section 3: All paid hours shall be considered as active status for the calculation of overtime pursuant to this agreement.

Section 4: The City agrees that bargaining unit members are first and foremost supervisory officers. No bargaining unit members shall be required to perform any task or function that is not commensurate with the member's current rank, except in emergency circumstances.

Section 5: Bargaining Unit employees are permitted to use any paid leave provided under the Agreement in one-tenth (1/10) hour increments.

**ARTICLE 15 - PAY PROVISIONS**

Section 1: **WAGES**: The following minimum hourly pay rates shall be for the positions indicated with the Warren Police Department:

	<u>01-01-2011</u>
Sergeant	\$27.93
Lieutenant	\$32.12
Captain	\$36.94

1A: Thereafter, wage rates shall reflect the following minimum differential between the ranks beginning with senior police officers:

	<u>01-01-2011</u>
Sergeant	16.5%
Lieutenant	15%
Captain	15%

Section 2: **OVERTIME**:

- A. One and one-half (1-1/2) times the regular rate of pay shall be paid for the number of hours paid in excess of the regular work day.
- B. One and one-half (1-1/2) times the regular rate of pay shall be paid for the number of hours paid in excess of forty (40) hours per week. All paid hours shall be counted as hours worked for the purpose of computing overtime. (For example: If an employee regularly works Tuesday through Saturday and the holiday falls on Monday and the employee works full days on Tuesday, Wednesday, Thursday, Friday and Saturday, the employee shall receive time and one-half (1-1/2) for all hours worked on Saturday).
- C. In the event an officer works in excess of one (1) regular work day in a twenty-four (24) hour period, he shall be compensated at a rate of one and one-half (1-1/2) times his/her regular rate of pay for the period in excess of one (1) regular work day.
- D. Any officer who makes an off-duty arrest shall receive a minimum credit of three (3) hours of work for felonies, and one (1) hour for misdemeanors (exclusive of traffic violations), or the actual amount of hours required, whichever is greater, computed at one and one-half (1-1/2) times his regular rate of pay.

- E. Call in pay is defined as payment for work assigned by the Police Chief or his designated representative and performed by an officer at a time disconnected from regular and pre-scheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for a minimum of four (4) hours. If said work exceeds the minimum four (4) hours, the officer shall be compensated for actual time worked at a rate of one and one-half (1-1/2) times the regular pay rate. Bargaining Unit members, who do not receive Standby Pay, who are contacted by the department as authorized by the Police Chief while off-duty but who do not report for duty shall receive a minimum of one-half (1/2) hour or the actual time worked at a rate of one and one-half (1-1/2) times the regular pay rate for each such call. When a second call occurs within the first one-half (1/2) hour it shall be considered an extension of the first call and not a new minimum.
- F. Up to four hundred eighty (480) hours of overtime so granted as per the above mentioned paragraphs may be placed into time coming hours at the option of the officer involved. To guarantee the time off, Employees requesting time coming off shall notify the department ninety-six (96) hours in advance of the requested time.
- G. Pyramiding of Overtime. Whenever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an officer, there shall be no pyramiding of such overtime.
- H. An officer may request in writing to convert full or partial time coming accounts to cash. The written request must be filed with the Auditor no later than September 15 of the year preceding payment. Payment will then be made by January 15 of the following year or some other time during the year with thirty (30) days notice from the officer. All requests must be paid by the last pay in December of that year.

Section 3: **ROLL CALL:**

- A. Roll Call time shall be fifteen (15) minutes of duty time prior to the start of each shift except for the supervisor in charge of roll call which shall be thirty (30) minutes of duty time prior to the start of each shift. This shall be limited to four (4) officers per day Monday through Friday and three (3) officers per day on Saturday and Sunday.
- B. Each bargaining unit employee shall be guaranteed fifty-five (55) hours annually or actual sessions attended for Roll Call time minus any time docked.
- C. Roll Call time shall be paid each bargaining unit employee based upon employee's overtime rate of pay.

Section 4: **COURT APPEARANCE TIME**: Any court appearance (municipal, common pleas, civil or grand jury, and federal judicial body) or call in by the Prosecutor for case preparation, which must be made during off-duty time, shall be compensated for as follows:

- A. A minimum of two (2) hours at the rate of time and one-half; or actual time spent at the rate of time and one-half if over said minimum.
- B. The above shall apply separately for appearance at the A.M. and P.M. sessions of court involving separate cases.
- C. Any officer, off-duty, who is required or requested by the Police Chief, or the Law Department to prepare and file charges relating to any offense, shall be entitled to 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) if over said minimum.

Section 5: **LONGEVITY**: Full time bargaining unit employees will be paid longevity on the basis of the following formula:

Three dollars and twenty-three cents (\$3.23) per bi-weekly pay period for each full year of service, provided, however, that should any unit within the City receive an increase in longevity pay which results in employees receiving longevity pay higher than that shown above, said higher longevity pay shall be applicable to the bargaining unit employees under this Agreement, effective the date it became effective for said other employees.

Section 6: **SHIFT DIFFERENTIALS**:

All bargaining unit employees who work the afternoon or midnight shift shall receive in addition to their regular pay, forty-five cents (\$.45) and fifty cents (\$.50) per hour respectively as additional compensation paid in each pay period, provided, however, that should any unit within the City receive an increase in shift differential which results in employees receiving a shift differential higher than those shown above, said higher shift differential shall be applicable to the bargaining unit employees under this Agreement, effective the date it became effective for said other employees.

Section 7: **VACANCIES**:

Temporary - A Sergeant or Lieutenant who replaces a Lieutenant or Captain shall be paid the hourly rate of the rank filled for such periods as he/she performs all of the duties of the higher rank.

Permanent - Whenever it is determined that there is a permanent vacancy in the classification of Captain or Lieutenant, through promotion, retirement, death or the creation of a new position, said vacancy shall be filled as soon as possible in accordance with Civil Service laws or Regulations.

Section 8: **HAZARDOUS DUTY PAY:**

Each officer shall be paid hazardous duty of fifteen dollars and thirty-nine cents (\$15.39) per bi-weekly pay period.

Section 9: **MEAL ALLOWANCES:** A meal allowance of one half (1/2) hour overtime pay will be paid to employees who are required to work more than four (4) hours overtime that connects with the regular eight (8) hour shift only.

Section 10: **STANDBY PAY:** Officers required by the Police Chief to carry a pager/cell phone 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. Officers on standby must respond when paged or called.

## ARTICLE 16 - MISCELLANEOUS ALLOWANCES

Section 1: **UNIFORM ALLOWANCE**: A uniform allowance of five hundred dollars (\$500.00) shall be paid to each member of the bargaining unit.

The clothing allowance shall be paid on the last pay in June except as in the following cases:

- a. Retiring members of the bargaining unit shall receive a pro-rated amount based on the days employed during the year of retirement as part of their severance pay.
- b. Employees shall have deducted a pro-rated amount of allowance for any period of unpaid leave of absence for a period of thirty (30) days or more.

The clothing allowance shall not be considered part of the base salary for any purpose.

Section 2: **UNIFORM MAINTENANCE ALLOWANCE**: A uniform maintenance allowance of four hundred dollars (\$400.00) shall be paid to each member of the bargaining unit.

The uniform maintenance allowance shall be paid on the last pay in November except as in the following cases:

- a. Retiring members of the bargaining unit shall receive a pro-rated amount based on the days employed during the year of retirement as part of their severance pay.
- b. Employees shall have deducted a pro-rated amount of allowance for any period of unpaid leave of absence for a period of thirty (30) days or more.

The uniform maintenance allowance shall not be considered part of the base salary for any purpose.

Section 2A: **DAMAGE ALLOWANCE**: Any uniform component or personal item (i.e., glasses, contact lenses, watches) damaged in the line of duty, without negligence on the part of the officer, shall be replaced at the expense of the City to a maximum of one hundred dollars (\$100.00) per year per officer, except that glasses and contacts shall be replaced at full cost.

Section 3: **EDUCATIONAL COURSES**: The City shall make full payments of fees and tuition for any accredited university courses completed toward a law enforcement or related degree program up to nine (9) credit hours per semester on six (6) credit hours per quarter. The number of such attendants shall be determined by the Administration.

Those attending officers shall not suffer the loss of any pay for such travel time and/or time spent in attendance of the authorized classes during their regularly scheduled working period. Each attending officer shall maintain passing grades and upon the request of the Administration, shall furnish confirmation of attendance and of passing grades. If passing grades are not maintained,

the officer shall be held liable to repay to the City all monies allocated to him or paid on his behalf under this Section. To be eligible to attend, officers must be formally accepted by the university and meet its requirements and must have completed two (2) full years of employment with the Warren Police Department, or shall repay to the City all monies allocated to him or paid on his behalf under this Section. Should a question arise as to what is an "accredited university course", or "related course" the question shall be finally decided upon by an agreement between the Police Chief and the Director of Public Service and Safety.

Section 4: **EDUCATION ALLOWANCE**: Bargaining Unit members who obtain a law enforcement or related Associate, Bachelor's or Master's Degree shall be paid for the highest degree obtained as follows:

Associate Degree	\$16.16 per biweekly pay period
Bachelor's	\$39.39 per biweekly pay period
Master's Degree	\$46.15 per biweekly pay period

Related degrees shall be decided by an agreement between the Police Chief and the Director of Public Service and Safety.

## ARTICLE 17 - SICK LEAVE

Section 1: **SICK LEAVE CREDIT:** Each member of the bargaining unit hired prior to January 1, 1986, 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.

Each member of the bargaining unit hired on January 1, 1986 or thereafter for the first five (5) years of employment shall accumulate sick leave with pay at the rate of two and three-tenths (2.3) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Each member of the bargaining unit hired on January 1, 1986 or thereafter who has at least five (5) but less than ten (10) years of service with the City shall accumulate sick leave with pay at the rate of three and one-half (3.5) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Each member of the bargaining unit hired on January 1, 1986 or thereafter who has at least ten (10) years of service with the City 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.

Section 2: **SICK LEAVE PROCEDURE:**

The Police Chief in conjunction with the Director of Public Service and Safety or his designee has the authority to approve the use of sick leave.

Section 3: **SICK LEAVE PROCEDURE:**

- A. A regular employee in the Police Department 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; or
  - 2. for attendance upon members of his/her immediate family whose illness or injury requires the care of the employee; or
  - 3. for medical, dental, or optical examination or treatment of an employee or a member of his/her immediate family; or
- B. Sick leave accruals with pay shall be charged against each employee in one quarter (1/4) hour increments.
- C. The City shall continue to notify all employees of their accumulated sick leave credits bi-weekly.

- D. 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. If medical attention is required, a certificate stating the nature of the illness from a licensed practitioner may be required to justify the use of sick leave. Falsification of either a written, signed statement or a practitioner's certificate shall be grounds for disciplinary action including dismissal.

Section 4: **SICK LEAVE TRANSFERRING:** Effective January 1, 1986, 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 5: **BEREAVEMENT LEAVE:** In the event of a death in the employee's family, (spouse, parent, stepparent, child, stepchildren, 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) days and up to five (5) 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/her designee for special circumstances and emergencies. Any additional time shall, with the agreement of the Director of Public Service 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 of a remote relation.

## ARTICLE 18 - MILITARY LEAVE

Each officer shall be entitled to leave of absence for military service in the National Guard or in the reserve components of the armed forces of the United States of America for field training or active duty not to exceed thirty-one (31) days in any calendar year period, and shall be paid during such absence for the difference between his regular salary and his military pay (excluding travel or subsistence allowances) for such period, upon receipt of proper documentation of military pay.

## ARTICLE 19 - SERVICE CONNECTED DISABILITY

Section 1. **PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT:** In the event of an injury while in the active discharge of duty, 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 stating the need for the employee to be off work and the period of time the employee shall remain off work. The medical certification must be filed within fourteen (14) calendar days. An "Agreement to Reimburse" must accompany medical certification.
- 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 have the option to use his sick leave, vacation or any other compensation time or be placed on unpaid Workers' Compensation leave of absence.
- D. During the lost time due to injury for which the employee is receiving pay from the City, the employee shall not suffer any loss of guaranteed roll call, longevity, hazardous duty pay, uniform allowance, uniform maintenance allowance, education allowance, sick leave, holidays, personal days, vacation, health benefits or life insurance.
- E. Any employee receiving Workers' Compensation Wage Benefits shall be handled as a day turn employee.

Section 2. **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 fourteen (14) calendar days of the time of injury.
- B. If time is lost, a "WORKERS' COMPENSATION CLAIM FORM", within fourteen (14) calendar 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.

To be entitled to any Workers' Compensation Wage Benefits from the City as in Section 2, 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 have the forms submitted timely and if unable to do so the time limits shall be extended. If the injured employee fails to submit the forms timely, the amount of time he lost due to injury shall be charged as sick leave. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

Section 3. **BUREAU DETERMINATION PROCEDURE**: Any employee who is paid as specified in Section 2. 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, Vacation Balance, or any other compensable time at the election of the employee.
  - 2. 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 4. **CITY'S SHARE OF PENSION**: The City shall pay the employer's 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 5. **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, limited to work normally defined as a police function commensurate with the member's current rank. However, the employee must be progressing towards regular duty.

Section 6. **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 within a one hundred (100) mile radius of Warren's City Hall, 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 as provided by the Ohio Revised Code Section 4123.651(B).

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 Contract.

**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 Contract 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 or other compensatory 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

**ARTICLE 20 - SEPARATION AND TERMINATION PAY**

Section 1: An employee of the bargaining unit who is separated or terminated from the City shall be entitled to all time coming and any lawfully accumulated vacation time paid at their regular rate of pay at the time of separation or termination.

## ARTICLE 21 - SEVERANCE PAY

Section 1: Severance Pay shall be paid to any member of the bargaining unit who retires (for purposes 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 City employee whose employment with the City began on or after December 11, 1974, may elect, at the time of his/her retirement from active service with the City to receive severance pay. Such severance pay shall be in the form of cash payment for his/her actual accumulated unused Sick Leave or for one hundred twenty (120) days accumulated, unused Sick Leave, whichever is less.

Any City employee whose employment with the City began on or after December 11, 1974, 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 an employee has been in active service with the City for at least five (5) years but less than ten (10) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for thirty (30) days accumulated, unused sick leave, whichever is less.
  2. If an employee has been in active service with the City for at least ten years but less than fifteen years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for sixty (60) days accumulated, unused sick leave, whichever is less.
  3. If an employee 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 ninety (90) days accumulated, unused sick leave, whichever is less.
  4. If an employee 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 one hundred twenty (120) days accumulated unused sick leave, whichever is less.
- B. Any City employee 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.
- C. For purposes of this Section, the years of service set forth in this Section for an employee 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.

- D. If an employee 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.
- E. Severance pay shall be paid on the hourly rate of the employee at the time of their entitlement for such pay. The hourly rate for severance pay shall increase if the employee receives any other regular payments such as longevity and shift differential. The amount to be added to the hourly rate shall be computed by dividing the amounts paid to the employee during the final full month of employment by one hundred seventy-three and thirty-four hundredths (173.34) hours.
- F. City employees 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.
- G. Severance pay shall be in addition to any other benefits an employee may be entitled to upon retirement, death or disability.
- H. Employees with fifteen (15) or more years of Service with the City of Warren may purchase their service weapon for \$1.00 upon retirement or disability excluding mental disability.

## ARTICLE 22 - HOLIDAYS

Section 1: **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. These worked hours shall be deemed overtime.

Jan. 1 (New Years' Day)	The 1 <sup>st</sup> Monday of Sept. (Labor Day)
Jan. 15 (Martin Luther King)	Oct. 12 (Columbus Day)
Feb 22 (President's Day)	November 11 (Veteran's Day)
May 15 (Police Memorial Day)	The 4 <sup>th</sup> Thursday of Nov. (Thanksgiving Day)
May 30 (Memorial Day)	December 25 (Christmas Day)
July 4 (Independence Day)	

Section 2: **PAY FOR HOLIDAYS NOT WORKED:** An eligible officer who is scheduled to work on the holiday but is scheduled off or an officer who is not scheduled to work on the holiday shall receive eight (8) hours pay for the day.

- A. If an officer is scheduled to work on 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 officer must furnish satisfactory proof for absence.
- B. An eligible officer, as used in this section are ones who work as scheduled or assigned both on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed, unless he has failed to so work for the reasons specified in the paragraph above.

Section 3: **ELECTION DAY:** Each officer shall receive four (4) hours of additional pay at their overtime rate on the first Tuesday after the first Monday in November.

Section 4: **PERSONAL DAYS:** Each Officer in 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.

**ARTICLE 23 - VACATION**

Section 1. **VACATION BENEFITS:** Each bargaining unit member shall be entitled to paid vacation under the following formula:

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

Section 2. **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 year of service	4.615 hrs/pay period
After having completed 11 year of service	6.154 hrs/pay period
After having completed 17 year of service	7.692 hrs/pay period
After having completed 23 year 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 accumulated vacation credit hours.

Section 3. **ADDITIONAL VACATION REQUIREMENTS:**

Each vacation period shall commence on any day of the work week subject to the approval of the Police Chief. The City agrees that vacation is a benefit that is to be used at the discretion of the bargaining unit member. A request from a bargaining unit member to use any portion of his/her accumulated vacation will be subject to, proper approval of supervision. Unused vacation time must be used within a period of three (3) years; therefore employees will not be permitted to accumulate any vacation time until such time as their accumulation is below the three (3) year maximum. The maximum will be as follows. This accumulation level may be extended by the Director of Public Service and Safety.

<u>Length of Service</u>	<u>Maximum Vacation Accumulation</u>
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 4: **SERVICE CREDIT:**

Effective January 1, 1986 any employee hired by the City into bargaining unit position shall only receive vacation service credit for actual time as a City of Warren, Ohio employee.

**ARTICLE 24 - EXEMPLARY ATTENDANCE AWARD DAY**

Section 1. In recognition of an officer's exemplary record of perfect attendance, Officers of the Police Department who do not use any sick leave during any of the periods set forth below shall receive the bonuses set forth below:

January 1 <sup>st</sup> through April 30 <sup>th</sup>	\$200.00
May 1 <sup>st</sup> through August 31 <sup>st</sup>	\$200.00
September 1 <sup>st</sup> through December 31 <sup>st</sup>	\$200.00

In the event of a death of a member of the immediate family as defined in Article 17, Section 5, sick leave days may be used with no penalty against the officer's record of perfect attendance herein.

No penalty shall be assessed against a member employee's record of perfect attendance for time lost from an approved service connected disability.

Section 2. This payment shall be made on the last pay in May, September and January respectively.

## ARTICLE 25 - HEALTH CARE BENEFITS

Section 1: The cost of health care benefits shall be paid by the City, except as follows:

1. No coverage shall apply until an 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) or retirement.
3. No coverage shall apply immediately after separation or termination.

Benefits shall be as in the EXHIBIT A SCHEDULES and as follows:

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.

Section 2: **VISION PAY**: The City shall contribute seven dollars (\$7.00) per month per employee toward vision care insurance coverage. Each employee shall be responsible for all costs in excess of the contribution made by the City. The insurance carrier to be selected by the City and the Union.

Note: EXHIBIT A is six (6) pages.

# Your Anthem Benefits



*City of Warren*

*Blue Access<sup>SM</sup> (PPO) (Police Gold)*

*Summary of Benefits Effective 1/1/2011*

*Exhibit A*

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$200/\$400	\$400/\$800
<b>Out-of-Pocket Limit (Single/Family)</b>	\$500/\$1,000	\$1,200/\$2,400
<b>Physician Home and Office Services (PCP/SCP)</b> Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$15/\$15	30%
<ul style="list-style-type: none"> <li>allergy injections (PCP and SCP)</li> </ul>	10%	30%
<ul style="list-style-type: none"> <li>allergy testing</li> </ul>	10%	30%
<ul style="list-style-type: none"> <li>routine and non-routine mammograms (regardless of outpatient setting)</li> </ul>	\$15	30%
<ul style="list-style-type: none"> <li>diabetic education (regardless of outpatient setting)</li> </ul>	\$15	30%
<ul style="list-style-type: none"> <li>certain medical nutritional therapy (regardless of outpatient setting)</li> </ul>	\$15	Not Covered
<ul style="list-style-type: none"> <li>MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds</li> </ul>	10%	30%
<b>Preventive Care Services</b> Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations <sup>1</sup> , Annual diabetic eye exam, Routine Vision and Hearing exams		
<ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> </ul>	\$0/\$0	30%
<ul style="list-style-type: none"> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul>	No cost share/coinsurance	30%
<b>Emergency and Urgent Care</b>		
<ul style="list-style-type: none"> <li><b>Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted)</b></li> </ul>	10%	10%
<ul style="list-style-type: none"> <li><b>Urgent Care Center Services</b></li> </ul>	\$15; then 100%	\$15; then 100%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to:	10%	30%
<ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>		
<b>Inpatient Facility Services</b> Unlimited days except for:	10%	30%
<ul style="list-style-type: none"> <li>60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>180 days Network/Non-Network combined for skilled nursing facility</li> </ul>		
<b>Outpatient Surgery Hospital/Alternative Care Facility</b>	10%	30%
<ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>		
<b>Other Outpatient Services (including but not limited to):</b>	10%	30%
<ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)</li> <li>Private Duty Nursing - \$5,000 maximum per calendar year</li> <li>Durable Medical Equipment and Orthotics (Network/Non-network combined) – Unlimited maximum (excluding Prosthetic Devices and Medical Supplies)</li> <li>Prosthetic Devices - Unlimited maximum</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	0 10%	0 10%

Covered Benefits	Network	Non-Network
<b>Outpatient Therapy Services (Combined Network &amp; Non-Network limits apply)</b> <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Physical therapy: Unlimited visits</li> <li>Occupational therapy: Unlimited visits</li> <li>Manipulation therapy: Unlimited visits</li> <li>Speech therapy: Unlimited visits</li> </ul>	\$15/\$15 10%	30% 30%
<b>Behavioral Health Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> </ul> Other Outpatient Services @ Hospital/Alternative Care Facility	10% \$15/\$15 10%	30% 30% 30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	10%	30%
<b>Prescription Drugs<sup>4</sup></b> <b>Network Tier structure equals 1/2/3 (and 4, if applicable)</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply)</li> <li><b>Anthem Rx Direct Mail Service:</b> (90-day supply)</li> </ul> <b>Specialty Medications</b> must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$5/\$10/\$15 \$10/\$20/\$30	50%, min \$30 <sup>5</sup> Not covered
<b>Lifetime Maximum (Combined Network and Non-network)<sup>6</sup></b>	\$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

<sup>1</sup>These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

<sup>2</sup>We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

<sup>3</sup>Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>4</sup>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.

<sup>5</sup>Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

<sup>6</sup>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:**

**City of Warren**  
**Anthem Dental PPO (group size 51+)**  
**Summary of Benefits, Effective 01/01/2011**

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
<b>DIAGNOSTIC/PREVENTIVE</b>	Covered in full* Network and Non-network
<b>Diagnostic and Preventive Services (no deductible)</b> <ul style="list-style-type: none"> <li>• oral evaluations</li> <li>• X-rays</li> <li>• cleanings</li> <li>• space maintainers</li> <li>• other selected diagnostic and preventive services</li> </ul>	
<b>GENERAL/RESTORATIVE</b>	20% Network/20% Non-network
<b>General (Adjunctive) Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• emergency palliative treatment</li> <li>• consultations</li> <li>• general anesthesia (surgical procedures)</li> <li>• I.V. sedation (surgical procedures)</li> <li>• office visits for observation</li> <li>• other selected general services</li> </ul> <b>Restorative Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• amalgam and composite restorations</li> <li>• pin retention procedures</li> </ul>	
<b>SPECIALTY</b>	20% Network/20% Non-network
<b>Endodontic Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• root canal therapy</li> <li>• apexification</li> <li>• therapeutic pulpotomy</li> <li>• other selected endodontic services</li> </ul> <b>Oral Surgery Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• simple and surgical tooth extractions</li> <li>• other selected oral surgery services</li> </ul> <b>Periodontal Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• gingivectomy</li> <li>• crown lengthening</li> <li>• osseous surgery</li> <li>• soft tissue grafts</li> <li>• other selected periodontal services</li> </ul>	
<b>PROSTHODONTIC</b>	20% Network/20% Non-network
<b>Prosthodontic Services (deductible applied)</b> <ul style="list-style-type: none"> <li>• crowns/onlays</li> <li>• partial and full dentures</li> <li>• other selected prosthodontic services</li> </ul> <b>Missing Tooth Benefit</b> <i>Services for the replacement of teeth (tooth) lost prior to the member's effective date of coverage under this plan.</i> <ul style="list-style-type: none"> <li>• removable prosthodontics (partials or dentures)</li> <li>• fixed prosthodontics (bridges) for the replacement of teeth (or tooth)</li> </ul>	Covered
<b>ORTHODONTIC</b>	Child and Adult to maximum dependent age:
<b>Orthodontic Services (no deductible)</b> <ul style="list-style-type: none"> <li>• non-surgical dental services related to the supervision, guidance and correction of growing or mature teeth</li> <li>• examination</li> <li>• records</li> <li>• tooth guidance</li> <li>• repositioning (straightening) of the teeth</li> </ul>	20% Network / 20% Non-network

(continued on back)

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.*

## 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) 538-0880  
(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**

<u>Location Name</u>	<u>Address</u>	<u>City</u>	<u>ST</u>	<u>Zip</u>	<u>County</u>	<u>A/C</u>	<u>Phone No</u>
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	170 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 26 - LIFE INSURANCE

Life Insurance benefits for bargaining unit employees is as follows:

Life Insurance

\$20,000

Accidental Death and Dismemberment Insurance

\$20,000

## ARTICLE 27 - 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.

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.

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.

When leave is needed to care for an immediate family member or the employee's own illness and is for planned medical treatment, the employee must attempt to schedule treatment so that it will not unduly disrupt the City's operations.

**ARTICLE 28 - PROFESSIONAL LIABILITY INSURANCE**

The City will maintain at its expense, Police Professional Liability Insurance at the following amounts:

Each Person	\$1,000,000 maximum amount
Each Incident	\$1,000,000 maximum amount
Aggregate	\$1,000,000 maximum amount

**ARTICLE 29 - OPBA OFFICE**

The City shall allocate a specified office for sole use by the OPBA within the confines of the Municipal Justice Building to be furnished with no less than one (1) desk and one (1) filing cabinet and necessary guest chairs for the purpose of conducting fraternal business affairs.

No officer who is scheduled for work shall be permitted use of or conduct OPBA business within such office unless as permitted by this Contract and express approval has been given by the Turn Commander.

## ARTICLE 30 – EMPLOYEE RIGHTS

Section 1: An employee has the right to the presence and all advice of an OPBA representative at all disciplinary interrogations.

Section 2: An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Miranda rights before any interrogation.

Section 3: Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that such refusal to answer questions or participate in such investigation will be basis of such a charge.

Section 4: Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational standards require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. No procedures may be taped unless both parties are informed of such audio tape recording. If the employer requires that an interrogation be recorded, the employee being interrogated may simultaneously record his own tape of the interrogation.

Section 5: An employee will be informed of the nature of any investigation prior to any questioning. If the employee being questioned is a witness and not under investigation at that time, he shall be so advised of this fact. Even when not the subject of an investigation, an employee shall be entitled to Union Representation.

Section 6: An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the personnel file and may have a representative of the OPBA present. A request for one copy of the items included in the personnel file shall be honored at no cost, if the employee had not been supplied with at least one copy. Additional copies shall be provided at the same cost as the public pays for such copies of public records. All items in an employee's personnel file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

Section 7: In the course of an internal affairs investigation, a polygraph examination or voice stress analysis examination may be administered only with the consent of the employee under investigation. If, in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8: All complaints by civilians which may involve suspension or discharge of an employee shall be in writing and signed by the complainant. The employer will furnish a copy of the complaint to employee whom the complaint has been filed against when such employee is notified of the investigation.

Section 9: In the event the City is engaged in an internal, non-criminal investigation of any officer covered by this contract and upon which no charge has been filed, said officer shall, as

soon as practical, be notified in writing that he is being investigated and as to the nature of the investigation. Once charges have been filed, all related documentation shall be provided to the bargaining unit member being charged.

Section 10: At the time that any bargaining unit member is notified to report for an internal investigation and upon the bargaining unit member's request, he shall be provided an opportunity within a reasonable time frame to contact an OPBA employee representative or OPBA non-employee representative for the purpose of representation. An employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations. The City shall issue no news releases, photographs, or other documents which identify said officer. All records subject to Ohio Public Records Law will be released.

## ARTICLE 31 - PERSONNEL FILES

Section 1: 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.

Section 2: Every Bargaining Unit Member shall be allowed to review the contents of his 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.

Section 3: 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 Resource 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 personnel file.

Section 4: Records of written warning and reprimands shall cease to have force and effect one (1) year from the date of issuance, provided there has been no intervening discipline for the same type of similar infractions. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance, provided there has been no intervening discipline for the same type of similar infractions.

Section 5: Bargaining Unit Members shall be permitted to enter into their personnel file any favorable data such as but not limited to, letters of commendation, educational diplomas, and awards.

## ARTICLE 32 - CHEMICAL AND MECHANICAL TESTING

### I. PURPOSE:

- A. The City of Warren, Ohio has a legal responsibility and management obligation to ensure a safe work environment, as well as paramount interest in protecting the public by ensuring that its employees have the physical stamina and emotional stability to perform their assigned duties. A requirement for employment must be an employee who is free from drug dependence, illegal drug use or drug alcohol abuse while on duty.
- B. Liability could be found against the City and the employee if we fail to address and ensure that employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, the misuse of any drug, or alcohol abuse, seriously impairs an employee's performance and general physical and mental health. Therefore, this program has been established to ensure an employee's fitness for duty and employment.

### II. POLICY:

The following provisions are being established to ensure and maintain that the City of Warren, Ohio is a drug free work place.

- a. Provide for periodic random drug and alcohol screening; provided, all City employees participate in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program.
- b. Provide for reasonable suspicion alcohol and drug testing.
- c. Provide for the Supervisor or his/her designee on duty to order a drug screen and/or alcohol breathalyzer tests immediately when there is reasonable suspicion that an employee has been using unauthorized drugs or alcohol.
- d. Chemical or mechanical testing may be administered to any bargaining unit member to determine their fitness for duty, or when there is reasonable suspicion to believe the employee may be unfit for duty.
- e. The procedure shall mirror that required by the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program.

### III. DEFINITIONS:

The following definitions apply to this established program.

- A. EMPLOYEE(S) - All employees' covered under the provisions of the Labor Contract.
- B. DRUG SCREENING TEST (Forensic Urine Drug Screen - 4) - A urinalysis test administered under approved conditions and procedures to detect any of the following: Amphetamines\Methamphetamines, Barbiturates (Phenobarbital, Secobarbital,Bupalbital), Benzodiazepines (Valium, Serax, Librium), cannabinoids (Marihuana), Cocaine Metabolites (Benzoyllecgonine, Ecgonine), Methadone (Dolophine), Opiates (Morphine, Codeine, Hydrocodone), Phencyclidine (PCP), Propoxyphene (Darvon)
- C. RANDOM - As prescribed by law, refers to all employees being exposed to the same "lottery" system of selection with no criteria being used for such process.
- D. COMPUTERIZED RANDOM SELECTION - refers to an uncontrolled system of selection resulting from a computerized program.
- E. REASONABLE SUSPICION - An apparent state of facts, circumstances or information which exists from an inquiry by the supervisor, or from a credible source which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs or alcohol. 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) when the officer is at fault.
- F. POSITIVE. When (1) a drug screening test indicates the presence of a controlled substance, (2) an alcohol breathalyzer test indicates a blood alcohol level of .8 or greater, (3) an employee refuses to submit to a drug and alcohol test, (4) an employee engages in any conduct that clearly obstructs the testing process or (5) an employee adulterates the urine sample.
- G. 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.
- H. ALCOHOL BREATHALYZER TEST - A breath test used to measure blood alcohol level in accordance with Ohio Revised Code § 4511.19.

#### IV. PROCEDURE:

A. RANDOM DRUG & ALCOHOL SCREENING - random drug & alcohol screening will be conducted periodically in accordance with the following procedures: provided, all City employees participate in the Ohio Bureau of Workers' Compensation Drug-Free Program:

- 1) The employees selected for random drug & alcohol screening will be determined through a computerized random selection program which has been made available by the Data Processing Department.
- 2) Employees selected for random drug and alcohol testing shall be tested the day of the random selection or if not working, their first working day following the random selection.
- 3) Pre-designated employee representative of the union will be present each time employees are selected for random drug screening through the computerized random selection procedure.
- 4) Employees who have been selected, will receive proper verbal and written confirmation from their respective Department Head. The written notification letter shall contain specific instructions for obtaining the urine specimen.
- 5) A urine specimen will be acquired in accordance with established procedures. An accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.
- 6) A certified provider, in accordance with established procedures, will administer the alcohol breathalyzer test.

#### B DRUG OR ALCOHOL TESTING RESULTING FROM REASONABLE SUSPICION

##### I. Drug Screening

- a The Chief or his/her 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).
- b The urinalysis procedure for obtaining the urine specimens will be done in accordance with established procedures.

## II. Alcohol Breathalyzer Test

- a The Chief or his/her designee shall order a alcohol screen immediately when there is reasonable suspicion that an employee is under the influence of alcohol 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).
- b The Chief or his/her designee shall direct the employee to report to a certified provider for an alcohol after the appropriate arrangements have been made. The testing procedures shall comply with Ohio Revised Code Section 4511.19 and Ohio Department of Health procedures for alcohol testing.

### c Testing Procedures

Once the appropriate test or specimen is obtained, the employee will be relieved of duty and placed on paid administrative leave pending the results of the written testing procedure.

The employee tested will receive written confirmation of the tests results when the information is made available.

Test results reporting a presence of illegal drugs or alcohol will be submitted on a confidential basis to the Department Head and the Director of Human Resources for appropriate action.

## C. ACTION TO BE TAKEN

- 1) Employees who test positive for the first time to illegal drugs or alcohol will be required to participate in a mandatory personalized rehabilitation program which will be arranged for by the Human Resources Department. Such a program would be developed by an accredited rehabilitation agency upon completion of the appropriate counseling procedures.
- 2) Employees who fail or refuse to cooperatively participate in the rehabilitation program are subject to immediate disciplinary action.
- 3) Employees who test positive for the second time to the presence of illegal drugs or alcohol abuse are subject to immediate disciplinary action up to and including discharge.

## D. ACTION TO BE TAKEN FOR A POSITIVE REASONABLE SUSPICION TEST

- 1) Employees will be subject to discipline up to and including discharge.

## E. MAINTENANCE OF DRUG TESTING RECORDS

- 1) All drug screening records shall become a permanent part of the employees personnel file and are subject to all rights governing the use of such files.
- 2) Employees shall be given an opportunity to review all drug screening documents which are contained within their personnel files.

## F. 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 Employee Assistance Program (E.A.P) 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 Employee Assistance Program (E.A.P.) 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 interventions;
- 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.

## G. RELATED PROGRAM COSTS

- a) Drug Screening will be paid by the City.
- b) The existing City's health benefits will apply to the cost of employee substance abuse rehabilitation programs.

TO:

REF: NOTICE OF DRUG TESTING SELECTION

Be advised,

Your name has been randomly selected to participate in the drug screening program.

The results of the drug screen will be released to the Department Head, Director of Human Resources and/or their designated representatives on a confidential basis.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

TO:

Ref: **NOTICE OF DRUG AND ALCOHOL TESTING DUE TO INJURY/ACCIDENT**

Be advised,

You are required to obtain both a drug screen and alcohol breathalyzer test.

You shall immediately report to the following location(s) for the required tests as soon as possible.

**[Circle the tests for the facility(ies) utilized]**

St. Joseph Health Center-E.R.  
667 Eastland Avenue, S.E.  
(330) 841-4000  
Hours: **Open 24 Hours**  
Testing Available: **Drug Only**

Corporate Care  
1296 Tod Place, N.W.  
(330) 306-5030  
Hours: **7:00 a.m. to 11:00 p.m.**  
Testing Available: **Drug and Alcohol Testing**

Elm Road Immediate Care – Forum Health  
2630 Elm Road, Cortland, Ohio 44410  
(330) 841-3000  
Hours: **9:00 a.m. to 9:00 p.m.**  
Testing Available: **Drug and Alcohol Testing**

Trumbull Memorial Hospital-E.R.  
Forum Health  
1350 East Market Street, Warren, Ohio 44483  
(330) 841-9221  
Hours: **Open 24 Hours**  
Testing Available: **Drug Testing Only**

WorkMed  
Elm Road Medical Park  
2668 Elm Road  
Cortland, Ohio  
(330) 675-5170  
Hours: **9:00 a.m. to 5:00 p.m.**  
Testing Available: **Drug and Alcohol Testing**

Ohio State Patrol Barracks (as coordinated through  
Warren Burton Road the Warren Police Dept.)  
Southington, Ohio  
Hours: **Open 24 Hours**  
Testing Available: **Alcohol Testing Only**

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

**INJURY/ACCIDENT DRUG AND ALCOHOL TEST VERIFICATION FORM**

St. Joseph Health Center-E.R.

Trumbull Memorial Hospital-E.R

*Corporate Care*

*WorkMed*

Elm Road Immediate Care – Forum Health, or

Ohio State Patrol Barracks

**[Circle the facility conducting the test(s)]**

\_\_\_\_\_ is required to obtain a drug screen and/or  
NAME

breathalyzer test [circle the test(s) that apply] from your facility.

Please complete the following as they apply:

Drug Test sample collected  yes  no Date \_\_\_\_\_ Time \_\_\_\_\_

Sample collected by \_\_\_\_\_

Alcohol Test administered  yes  no Date \_\_\_\_\_ Time \_\_\_\_\_

Sample collected by \_\_\_\_\_

If the test could not be completed, please explain why? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

**\*This form is to be returned by the employee to his/her supervisor.**



### ARTICLE 33 - SEVERABILITY CLAUSE

Section 1: This Agreement is subject to all applicable federal and state 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, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2: The parties agree that should any provisions of this Agreement be found to be invalid, or should a midterm adjustment be required, the parties will schedule a meeting within thirty days at a mutually agreeable date, time, and place to meet and negotiate replacement language pursuant to O.R.C. 4117 including binding arbitration/conciliation.

## ARTICLE 34 - PROMOTIONS

All promotions to the rank of Lieutenant and Captain shall be made in accordance with the Ohio Revised Code except as follows:

A) The promotional process shall be conducted in one (1) or two (2) phases as follows:

Phase 1) A promotional written exam shall be given to Sergeants and Lieutenants with two (2) or more years of service in their respective rank with the City of Warren Police Department and in accordance with the Rules and Regulations of the Warren Civil Service Commission. If an assessment center evaluation is to be given, to be eligible for phase two (2), an officer must score a passing grade of at least seventy percent (70%) on this written exam. The phase one (1) score shall count fifty percent (50%) for Lieutenant's exam and fifty percent (50%) for Captain's exam towards the overall promotional score. If an assessment center evaluation is not given, an officer must score a passing grade of at least seventy percent (70%) on this written exam.

Phase 2) An assessment center evaluation shall be conducted by an independent contractor in accordance with the Rules and Regulations of the Warren Civil Service Commission as of November 30, 1999. The phase two (2) score shall count fifty percent (50%) for the Lieutenant's exam and fifty percent (50%) for the Captain's exam towards the overall promotional score.

B) A list shall be compiled in order of the overall promotional score after taking into account the seniority credit as defined in the Ohio Revised Code. The list shall be controlling for two (2) years after being certified.

C) Lieutenant and Captain promotions shall be awarded to the Sergeant and Lieutenant, respectively, who are first on the list.

**ARTICLE 35 – DETRIMENTAL FORCE/CRITICAL INCIDENT**

If the City places an employee on administrative leave due to detrimental force or critical incident, it shall be without loss of pay or benefits.

Any officer involved in a critical incident shall have access to a licensed mental health professional, chosen by the officer, paid for by the City not to exceed ten (10) visits or five (5) weeks immediately subsequent to the incident.

**ARTICLE 36 – PENSION BENEFITS**

The City shall pay on behalf of each Bargaining Unit Member, a portion of the member's share of the Police and Fire pension contribution to the State of Ohio Police and Fire Pension fund in accordance with the rules and State of Ohio Police and Fire Pension fund. This amount shall be equal to ten percent (10%) of each employee's gross wage.

## ARTICLE 37 – LAYOFF AND RECALL

Section 1. When the City determines that a layoff or job abolishment is necessary, the City shall notify the affected employee(s) and the Union at least fourteen (14) days in advance of the effective date of such layoff or job abolishment. If the Union requests, the parties shall meet to discuss the City's action. Employees whose jobs are abolished shall have the same rights as a laid off employee in accordance with the provisions of this Article.

Section 2. Whenever it becomes necessary to reduce the workforce, the City shall lay off employees or abolish their positions only for the reasons provided in sections 124.321 of the Revised Code. The City shall determine when a layoff or reduction will occur. The City's decision shall be subject to the grievance procedure herein and shall be filed directly to arbitration.

Section 3. Bargaining unit employee(s) with the least time in the rank of Sergeant will be laid off first. In the event that more than one employee has the same date of promotion to Sergeant, the established seniority list will be used to determine the order of employee layoff.

Section 4. Laid off employees shall have the right to displace employees within the classification the employee held immediately prior to holding the classification from which the employee was laid off. Employees shall notify the appointing authority of their intention to exercise their displacement rights, within five (5) days after receiving notice of layoff. Laid off employees who have been displaced to a lower classification retain their reinstatement rights for five (5) years from the date of layoff. Employees shall exercise their reinstatement rights in the inverse order of layoff.

Section 5. Notice of recall shall be sent to the employee by certified or registered mail. The City shall be deemed to have fulfilled its obligations by completing each of the following:

- a. Sending the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee;
- b. Hand delivery to the employee; or
- c. Posting said notice on the bulletin board.

Section 6. The recalled employee shall have ten (10) calendar days following the date of receipt of the recall notice to notify the City of their intention to return to their position.

Section 7. The City shall post an up-to-date seniority list upon the bulletin board in January of each calendar year. Said list shall remain posted for a fourteen (14) day calendar period and shall include the employee's name and seniority within the bargaining unit. After posting the list, any errors which are brought to the attention of the City within thirty (30) days of the posting shall be corrected. It is the Employee's responsibility to check these lists for accuracy and request correction of errors in a timely manner. Otherwise, the City may rely upon the information in such lists.

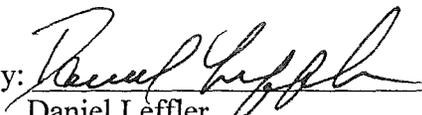
### ARTICLE 38 - PAY CHECK DISBURSEMENT

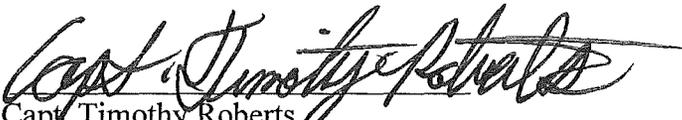
Employees shall receive their pay on a biweekly basis. Disbursement shall be **prior to** the beginning of the day shift on the Friday following the close of each pay period. If the aforementioned Friday is a holiday, pay shall be disbursed no later than the end of the day shift on the last working day prior to the holiday.

Employees must get paid by direct deposit. Any fees assessed to the employee(s) checking account resulting from failure of the City to deposit the employee(s) pay check by the close of business on pay day Friday shall be paid by the City.

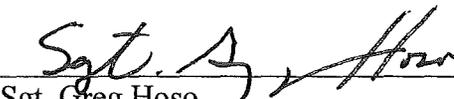
The parties hereto have executed this Agreement by their duly authorized representatives this 8th day of March, 2011.

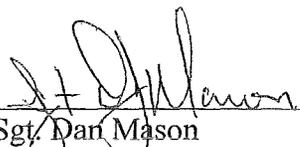
**OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

By:   
Daniel Leffler  
Staff Representative

  
Capt. Timothy Roberts

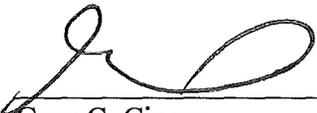
  
Lt. Eric Merkel

  
Sgt. Greg Hosokawa

  
Sgt. Dan Mason

**CITY OF WARREN, OHIO**

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

  
Gary C. Cicero  
Chief Spokesperson

  
Brian M. Massucci  
Personnel Supervisor