09-19-12
11-MED-11-1704
3133-01
K28811

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SOUTHWEST REGIONAL WATER DISTRICT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 20

Effective Through February 28, 2015

TABLE OF CONTENTS

ARTICLE I - RECOGNITION 1

ARTICLE II - NON-DISCRIMINATION 1

ARTICLE III - UNION CHECK OFF AND FAIR SHARE FEE 1

ARTICLE IV - MANAGEMENT RIGHTS 2

ARTICLE V -UNION REPRESENTATION 3

ARTICLE VI - GRIEVANCES AND ARBITRATION 3

ARTICLE VII - DISCIPLINARY PROCEDURE 4

ARTICLE VIII - HOURS OF WORK AND OVERTIME 6

ARTICLE IX - SENIORITY 6

PROBATIONARY EMPLOYEES 7

TEMPORARY EMPLOYEES 7

LOSS OF SENIORITY 8

ARTICLE X - PROMOTIONS AND TRANSFERS 8

POSITIONS OUTSIDE THE BARGAINING UNIT 9

ARTICLE XI -NEW AND/OR CHANGED JOBS AND TRANSFERS INTO BARGAINING UNIT 9

ARTICLE XII - LAYOFF AND RECALL 10

ARTICLE XIII - BARGAINING UNIT WORK 11

ARTICLE XIV - SUBCONTRACTING 12

ARTICLE XV - ABSENCES 12

ARTICLE XVI - PERSONAL LEAVE OF ABSENCE 12

ARTICLE XVII - BEREAVEMENT LEAVE 13

ARTICLE XVIII - MEDICAL ABSENCE 13

ARTICLE XIX - LEAVE OF ABSENCE FOR DISTRICT RELATED BUSINESS 17

ARTICLE XX - UNION LEAVE OF ABSENCE 18

ARTICLE XXI - MILITARY SERVICE....18
ARTICLE XXII - BULLETIN BOARDS....18
ARTICLE XXIII - PROFESSIONAL DUES....18
ARTICLE XXIV - VACATION....18
ARTICLE XXV - HOLIDAYS....20
ARTICLE XXVI - STAND-BY PROVISIONS....21
ARTICLE XXVII - JURY DUTY....23
ARTICLE XXVIII - INCLEMENT WEATHER....23
ARTICLE XXIX - SAFETY AND HEALTH....24
ARTICLE XXX - EDUCATIONAL ASSISTANCE....24
ARTICLE XXXI - STRIKES AND LOCKOUTS....25
ARTICLE XXXII - PENSION PLAN....26
ARTICLE XXXIII - HEALTH CARE AND DENTAL PLAN....26
ARTICLE XXXIV - LIFE INSURANCE....27
ARTICLE XXXV - DENTAL PLAN....27
ARTICLE XXXVI - UNIFORMS....27
ARTICLE XXXVII - PAID SICK DAYS....27
ARTICLE XXXVIII - CONTINUATION OF BENEFITS....29
ARTICLE XXXIX - JOB CLASSIFICATION AND WAGES....30
ARTICLE XL - DRUG TESTING FOR CDL LICENSEES....34
ARTICLE XLI - SUCCESSOR CLAUSE....35
ARTICLE XLII - MATTERS COVERED AND COMPLETE AGREEMENT....35
ARTICLE XLIII - DURATION, CHANGES, TERMINATION....36

AGREEMENT

This Agreement is entered into between The Southwest Regional Water District, hereinafter referred to as the "District" or "Employer", and the International Union of Operating Engineers, Local 20, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

The District recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment for all full-time and part-time service and maintenance employees of the District, including Plant Operators I, II, III, Troubleshooters, Crew Leader, Equipment Operators, System Maintenance employees, General Maintenance employees, and temporary employees performing production and maintenance work. Excluded from the bargaining unit are all supervisory, managerial and engineering personnel, confidential employees, and all other employees.

ARTICLE II - NON-DISCRIMINATION

The District and the Union reaffirm the policy that discrimination on the basis of race, color, religion, national origin, gender or handicap status will not be practiced in any of these activities. Further, the District and the Union agree not to discriminate with respect to union membership or activity. The masculine personal pronoun wherever used in this Agreement shall also be understood to include the feminine, and the opposite shall also apply.

ARTICLE III - UNION CHECK OFF AND FAIR SHARE FEE

A. The employer shall deduct from the pay of each employee who is a member in good standing of the union or who has signed a dues authorization for such purpose, the amount of such dues, fees or assessment as the union shall advise the employer by timely written notice, are regularly and uniformly required by it as a condition or incident of membership, shall remit said amount to the union in a timely manner. Those employees representing the bargaining unit who do not become members of the union within the first thirty (30) days of permanent employment, shall pay to the union through the deduction of pay as set forth herein the fair share fee to reimburse the union for the cost of representation for collective bargaining purposes and for no other purpose. The treasurer of the union shall certify to the employer the amount of the fair share fee and that the

fee is to reimburse the union for the cost of providing representatives for collective bargaining and no other purpose. Upon such certification by the union, the employer shall automatically and without requiring further authorization, deduct the amount of the fair share fee from the pay of each employee obligated to pay the fee and remit the fee to the union in the same manner as dues. The union shall indemnify and hold the employer harmless against any and all claims and forms of liability including costs of attorney fees incurred by the employer in defending against any such claim or arising out of the employee's deduction where employees pay union dues and fair share fees. Union assumes full responsibility for the disposition of the funds so deducted once the funds have been sent to the union.

B. Upon the submission of a voluntary PAC fund deduction authorization card submitted by an employee, the Employer agrees to withdraw and remit to the Union in the same manner as dues, employee contributions to IUOE Local 20 PAC Fund. The PAC funds remittance shall be accompanied by a list of those employees who contributed during that period and the amount of the contribution.

It is understood that PAC deductions are strictly voluntary on the part of Union members and that all applicable laws will be adhered to by the Union with respect to the collection and distribution of funds. Indemnification shall be handled in accordance with Section A of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

All rights of the Employer existing before the execution of this Agreement are retained by the Employer, except as expressly modified by this Agreement. Such retained rights include, but are not limited to the following: the general and overall management of the business and property, the, direction of the work force, including the right to hire, promote, demote, layoff for lack of work or other legitimate reason, discharge and suspend for just cause, set reasonable work standards, the right to require employees to observe reasonable rules and regulations issued by the Employer, the right to determine the number, ability and classification of persons employed by the Employer at any one time or place, the right to maintain order, economy and efficiency, the right to subcontract work, the right to determine the size, kind and location of the Employer's business or operations, the right to determine the methods, manner and means by which the District's business and operations are to be performed, the right to supervise the work of its employees, the right to investigate customer reports relating to the delivery of the District's services and to determine the

appropriate response to deal with any problems discovered as a result of such investigation, the right to establish work schedules and the right to make assignments and to make changes essential to the efficient operation of the Employer's business.

ARTICLE V -UNION REPRESENTATION

A. The employer shall recognize stewards as union representatives for the purpose of administering a collective bargaining agreement and adjudicating grievances. The union representatives shall also be recognized for the purpose of administering the collective bargaining agreement. The union has the right to conduct this internal affairs during nonworking hours as deemed appropriate and free of any intervention by the employer.

B. No steward or grieved employee shall leave his/her assigned work in order to conduct union business without prior approval from the immediate supervisor.

C. The union staff representative shall be permitted reasonable access to work areas in order to conduct legitimate union business. Representatives must secure permission from the department or his/her authorized representative in order to contact any employee on the employer's time.

D. The union is permitted a reasonable number of stewards not to exceed two plus an alternate. The union will furnish the names of the stewards and officers acting in such a capacity to the employer at the time of their identification.

E. The processing and setting of grievances under this article, and the conduct of contract negotiations, shall be conducted during nonworking hours, except when, by agreement of the parties, meeting are held during working hours.

ARTICLE VI - GRIEVANCES AND ARBITRATION

A. Grievance Procedure

If a dispute arises over the interpretation or application of any specific provision of this agreement, it shall be defined as a grievance and handled in accordance with the following procedure: Prior to the filing of a formal written grievance, the employee or union steward shall discuss any alleged violation of the contract with the employee's immediate supervisor within five (5) working days of the alleged violation.

Step 1 - The union shall file with the employer within ten (ten) working days from the time the grievance occurred, a complaint in writing on the grievance form which provides all pertinent information concerning the grievance and remedy sought. The union steward

shall meet with the designated employer representative in an attempt to resolve the grievance. The employer representative shall render a decision in writing within seven (7) working days from the date the grievance was filed. One copy of the decision shall be given to the grievant, one copy shall be given to the union. If the union is not satisfied with the employer's decision, the grievance will proceed to Step 2 through the submission of a written request to the employer's designated representative within seven (7) working days of receipt of the Step 1 decision.

Step 2 - The employer's designated representative and the employee's supervisor shall meet with the employee and his/her union representative within seven (7) working days from the date notice was received under Step 1 attempt to adjudicate the grievance. The employer's representative shall render a decision in writing to the union, and the grieving, with seven working days of the date of this meeting. Any grievance which remains unsettled after going through Steps 1 and 2 may be submitted to arbitration upon written request of either the union or the employer, provided such request is made within thirty one (31) days after receipt of the Step 2 decision of the employer.

B. Arbitration Procedure - The parties seeking arbitration shall request a list of 10 arbitrators from the American Arbitration Association, whose principal office is located within 100 miles of Cincinnati, Ohio, and a selection of an impartial arbitrator shall be in accordance with the AAA Rules and Procedure. The decision of the arbitrator shall be final and binding on all parties. The arbitrator's decision shall be based on the express terms, and application of, the collective bargaining agreement. The arbitrator shall have no power to add to, delete or modify any terms of this agreement, or any written agreements made supplementary hereto. The compensation and expense of the arbitrator shall be borne equally by the union and the employer. Each party shall bear the expense of its own representatives and witnesses.

ARTICLE VII - DISCIPLINARY PROCEDURE

No employee, for disciplinary reasons, may be reduced in pay, suspended without pay or discharged, except for just cause. Except in instances of serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline may include:

A. Verbal warning

B. Written reprimand

C. Suspension or demotion or

D. Termination

An employee will be notified when any notation is made in the employee's personnel file that may lead to disciplinary action. In addition, when the employer determines that employee may be reduced in pay, suspended without pay or terminated for disciplinary reasons, the employer will notify the employee and the Union Business Manager (at the last known address) in writing of the charges against the employee and the nature of the discipline being contemplated. The employee will have an opportunity to respond orally or in writing to the charges prior to the discipline being imposed. The employee may be accompanied by a union representative to the meeting to make such response.

Records of oral and written reprimands shall cease to have force and effect twelve (12) months after the effective date provided there is no intervening disciplinary action taken during the twelve (12) month period. All other records of disciplinary action shall cease to have force and effect forty-eight (48) months after their effective date provided there has been no related intervening disciplinary action taken during that time period. Absences without pay or medical leave absences exceeding thirty (30) calendar days shall not count toward the twelve (12) and forty-eight (48) month periods related to removal of disciplinary notices. In no event shall any discipline sixty (60) months or older have force and effect or be considered in any successive disciplinary matter. Each employee may request to inspect the employee's official personnel file maintained by the employer. Inspection of than personnel file shall be scheduled by appointment. Appointments will be made during regularly scheduled work hours of the administrator. An employee may have the union representative accompany the employee during such review. The employee may request copies of any documents in employee's personnel file. The employer shall be responsible for posting and notifying employees of all work rules. Work rules shall be submitted to the union 10 days prior to implementation so that the union may request the opportunity to meet and confer with the employer regarding the proposed rule and to bargain the work rules in accordance with existing contract language. All disciplinary action is subject to the grievance and arbitration procedure set forth in this agreement.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

The regular work day shall be eight (8) hours and the regular work week forty (40) hours, but this shall not in any event be construed as a guarantee of employment. Nothing contained in this Agreement shall prohibit the assignment of a ten (10) hour work day. The work day shall contain two fifteen (15) minute paid breaks, and a one-half (½) hour paid lunch break. If a longer work day is adopted, paid fifteen (15) minute breaks and a paid lunch break will still be provided.

An employee reporting for work in accordance with his established work schedule shall receive as a minimum four (4) hours pay at his regular hourly straight-time rate. The District shall not be obligated to pay an employee the minimum pay provided for in this paragraph if the employee is notified at least two (2) hours prior to starting time that no work is available.

One and one-half (1½) times the regular straight-time hourly rate shall be paid, as overtime pay, for all hours worked in excess of eight (8) hours in any work day, or ten (10) hours if agreed upon, or forty (40) hours in any work week; for purposes of computing overtime eligibility, holiday, vacation and approved sick leave hours shall be included in active pay status. Notwithstanding any other provision of this Agreement, Plant Operators shall be paid at a premium rate of one and one-half (1½) times the regular straight-time hourly rate for all hours worked either on a Sunday, or on a scheduled day off [provided that the work on a scheduled day off would cause the employee to exceed forty (40) hours of work in any work week]. There shall be no pyramiding of overtime, and an employee shall not earn both premium pay and overtime pay for the same hours worked. Plant Operators shall receive a 55¢ per hour straight-time shift differential for any shift commencing after 1:00 P.M.

When an employee's services are needed for overtime work and he notifies his supervisor immediately that he does not wish to accept the overtime work, he may be excused provided a qualified replacement can be found. Overtime shall be distributed as equally as possible among employees qualified to do the work.

ARTICLE IX - SENIORITY

The purpose of this Article is to provide a declared policy of work security and preference for employees measured by length of service. "Seniority", as used in this Agreement is defined as the length of an employee's service from the date of his last employment by the District. "Classification Seniority," as used in this Agreement, is defined as the length of an employee's service within a payment classification and shall begin with the date the employee was last placed

in the classification. Seniority shall be applied under the conditions set forth in this Agreement for all promotions, transfers, vacation selection, layoffs and shift selection should the employer initiate a permanent shift or shifts (as opposed to a rotating shift) within a classification, except that when the number of employees within a pay classification is to be reduced, the employee with the least classification seniority shall be displaced. For employees with the same date of hire, seniority shall be determined by the first letter of the employee's last name alphabetically.

A. PROBATIONARY EMPLOYEES

All employees shall be on probation for a period of one hundred eighty (180) calendar days, during which time they shall not be considered regular employees, and their retention, transfer or discharge shall be at the discretion of the District without recourse to the Grievance Procedure. Probationary employees shall be subject to all other clauses and benefits of this contract upon completion of sixty (60) calendar days of employment, and, upon successful completion of the 180-day period shall be considered permanent and seniority shall then date to the first date of employment. The employer will provide a written evaluation to the probationary employee after his/her first ninety(90) calendar days of employment.

B. TEMPORARY EMPLOYEES

A temporary employee is one hired to work between May 1 and October 1. Temporary employees shall not become subject to any of the terms and conditions of this contract until the completion of thirty calendar days after his date of hire. Following said thirty calendar days, the wage rate for Temporary Employees shall be as set forth in the wage schedules attached to this agreement; provided, however, that they shall not be entitled to any of the fringe benefits of this contract but shall be subject to all other provisions of the contract. Temporary employees may be assigned to perform duties on an "as-needed" basis so long as no regular employee is displaced, or deprived of any work opportunity, by reason of such assignment. An employee who, at the Employer's option, continues to work beyond October 1, shall be considered a regular part-time or full-time employee and shall have his probationary period calculated from his date of hire. However, if a Temporary employee is held over beyond October 1, the parties may, by mutual agreement, require this employee to serve an additional thirty (30) calendar day probationary period before the employee is considered in full-time or regular part-time status.

C. LOSS OF SENIORITY

An employee shall lose his seniority status and his name shall be removed from the seniority list under the following conditions:

1. If an employee voluntarily quits.
2. If an employee is discharged for just cause.
3. If an employee is absent from work without proper notification to the District for three (3) consecutive working days.
4. If an employee fails to report to work upon the expiration of a leave of absence.
5. Layoff for a period that exceeds recall rights as provided for in this Agreement.
6. Upon recall from layoff, failure to report for work within seventy-two (72) hours after having been notified by the District to report for work, except for sickness or other legitimate reasons acceptable to both parties.
7. Employment on another job while on a leave of absence, except as provided for in other provisions of this Agreement. The District will post a seniority list of all employees covered by this Agreement and provide an up-to-date list to the Union. Such lists shall be kept up-to-date. This provision does not prevent the correction of errors by mutual agreement, between the District and Union.

ARTICLE X - PROMOTIONS AND TRANSFERS

A. In making promotions and transfers for the purpose of filling vacancies within the Bargaining Unit the vacancies will be posted on a bulletin board by the attendance clock for two (2) working days. During such period, any employee may apply for the posted job. Employees whose abilities and qualifications meet the necessary requirements will be considered. Seniority shall prevail where ability and qualifications are approximately equal.

B. Pending the permanent filling of the vacancy, any employee may be temporarily placed in the position for a period not to exceed twenty (20) working days.

C. The vacancy shall be filled from the list of qualified bidders, however, where there are no qualified bidders, the District may select another employee, or may hire a new employee, to fill the vacancy.

D. The employee filling a vacancy within the Bargaining Unit under this Article shall be allowed a reasonable training period, if necessary. Said training period shall not exceed thirty (30) calendar days, except equipment and plant operators which may not exceed ninety (90)

calendar days. If during this trial period the employee is unable to fill the position satisfactorily, or if the employee rejects the position, the employee shall be returned to his former job.

E. POSITIONS OUTSIDE THE BARGAINING UNIT: All employees desiring consideration for supervisory positions or other positions outside the Bargaining Unit may feel free to advise the management of the District of such in writing. The selection of employees for supervisory or other positions outside the Bargaining Unit shall be solely the responsibility of the District, and shall not be subject to the grievance procedure. However, the District, in making its decision, shall give due consideration to the abilities and seniority of present employees who have indicated a desire to be considered for the position. An employee promoted or transferred into a position outside the Bargaining Unit may, either at his request or by management, be returned to a bargaining unit position with full seniority, provided such position, or another vacant position for which the employee is qualified, is available. This right to return to a bargaining unit position shall not exceed 180 days, and the employee shall not accrue Bargaining Unit seniority during this period.

ARTICLE XI -NEW AND/OR CHANGED JOBS AND TRANSFERS INTO BARGAINING UNIT

A. If a new classification or job covering work comparable to that done by employees covered by this Agreement is established at the District's Ohio/Indiana Operation, the District shall include such classification and or jobs into the Bargaining Unit. The classifications and rate of pay shall be listed in Exhibit A and made a part of this Agreement by reference.

B. The District shall negotiate with the Union for rates of pay on newly established classification and/or job, or substantially changed jobs within the Bargaining Unit. If the parties are unable to reach an agreement, then the District shall set a rate. If the Union is dissatisfied with the rate so set, then it shall be subject to the Grievance and Arbitration Procedure. The District may adjust the rate upward in the Grievance Procedure. If the Union does not agree with the rate set by the District, then it shall set a rate. If the rate is arbitrated, the arbitrator shall have authority to select only one of the two (2) rates. If the rate set by the arbitrator is greater than that established by the District, then it shall be retroactive to the date the job and/or classification was established.

C. Employees who transfer into the bargaining unit will begin at the entry level pay rate for their new classification which most closely parallels their qualifications and experience. However, if the new classification rate is lower than the employee's previous non-bargaining unit

classification rate, the employee will be entitled to receive his or her previous rate until such time as he or she would be entitled to a higher rate under normal progression through bargaining unit classification step schedules. For purposes of vacation and retirement such an employee will be entitled to maintain original hire date seniority. For all other purposes, however, the employee's seniority date shall be the date of transfer into the bargaining unit.

D. If, after a 30 calendar day test period, it is determined, in the sole discretion of the District or the employee, that the transfer is not in the best interest of the District or the employee, the employee will, be returned to his or her previous position without loss of pay, benefits or seniority.

ARTICLE XII - LAYOFF AND RECALL

In the event it becomes necessary to reduce the working forces, the employees shall be laid off in the inverse order of their seniority, provided that the remaining employees have the ability and qualifications to do the work which remains available. Where ability and qualifications are approximately equal seniority shall prevail.

In the event it becomes necessary to lay off employees, the District, when practicable, will notify the employees involved and the Union of the layoff at least three (3) days in advance of the layoff.

In the event of layoff, any employee who prefers to take a layoff rather than to accept a lower paid job may do so, and his standing on the seniority list shall not be affected. However, once having declined such a lower paid job, he may not bump into such lower paid job for a period of ninety (90) days while still on layoff.

Employees laid off will be recalled in the inverse order of the layoff procedure, provided the recalled employee has the seniority, ability and qualifications to perform the work available.

Employees with less than one year of service shall have recall rights for twelve (12) months. Employees with 12 months or more of service shall have recall rights for twenty-four (24) months. The period of time for recall may be extended by mutual agreement between the parties.

An employee on layoff status is responsible to keep the District notified of his current address and telephone number. Any employee who has been laid off and whose services are again required by the District shall be notified to return to work by a notification sent by certified mail to the last address given to the District by the employee. Employee(s) shall accrue seniority for the duration of the layoff.

Any Employee who fails to contact the Manager within three (3) work days of his receipt of notice of his recall shall forfeit his recall rights and the District may either recall the next senior employee on the recall list, or in the event the recall list has been exhausted, post the vacancy and fill it in accordance with this Agreement.

The employee shall report to work not later than seven (7) work days after the report to the Manager, unless his continued absence is due to personal illness, injury or disability substantiated by a doctor's statement, in which event, the employee may return to his job (and displace any person placed in his job) within sixty (60) calendar days from his receipt of notice of his recall. Any employee who fails to report as described herein, shall forfeit his recall rights and the District may either recall the next senior employee on the recall list, or in the event the recall list has been exhausted, post the vacancy and fill it in accordance with this Agreement. Any employee so passed over shall remain on the recall list for the duration of his recall rights as provided by this Agreement.

ARTICLE XIII - BARGAINING UNIT WORK

No non-bargaining unit employee shall be regularly assigned to perform work which has regularly been performed by members of the bargaining unit. Non-bargaining unit employees may intermittently perform bargaining unit work in order to prevent personal injury, property damage or a significant delay in customer service, or when a bargaining unit employee is not reasonably available to perform the work. With advance notice to the Union, a non-bargaining unit employee may be temporarily assigned to perform bargaining unit work for training purposes.

It is expressly agreed that Bargaining Unit work shall include such work as is directly related to operations and maintaining customer services. Management reserves the right to perform duties which customarily and historically belong to it and which are directly or indirectly related to system inspection, monitoring or examination for the purpose of evaluating or establishing operating procedures.

ARTICLE XIV - SUBCONTRACTING

It is and has been the policy of the District to make every effort to utilize its employees to perform work when they are qualified to do so, but the District reserves the right to contract out work it deems necessary according to the dictates of good business practice. Before Bargaining Unit work is subcontracted, the District will notify the Union and provide the Union an opportunity to discuss the purpose and affect of such subcontracting.

ARTICLE XV - ABSENCES

An employee will be excused from work for the following reasons:

1. Absence due to personal illness or injury of the employee to such an extent as to make him unable to work.
2. Illness in the immediate family which temporarily requires the presence of the employee. The immediate family for this provision shall be limited to spouse, children, step-children, parents, step-parents, spouse's parents. An absence under this provision for extended periods of time shall be subject to the Personal Leave of Absence provision of this Agreement.
3. Absence under any contract provision of this Agreement allowing such absences.
4. Absence with permission. Requests shall not be unreasonably denied.

ARTICLE XVI - PERSONAL LEAVE OF ABSENCE

Any regular employee, upon written application and approval by the general manager, may be allowed a personal leave of absence without pay not to exceed six (6) months when such leave is for a justifiable cause. Should the employee wish to return to work prior to the end of the six-month period, he may do so provided he gives the District fourteen (14) days notice of his intent to return.

If, however, the employee accepts employment elsewhere or engages in any new or substantially changed self-employment activities without the prior written consent of the manager, during his leave of absence, he shall be considered to have terminated his employment.

All leaves of absence shall be granted in writing, with a copy to the employee and the Union.

Reasonable requests for a leave of absence shall not be unreasonably denied.

All employees on leave of absence shall continue to accrue seniority for the duration of the absence.

ARTICLE XVII - BEREAVEMENT LEAVE

A. In the event of death in the immediate family, a regular employee shall qualify for funeral leave with pay for up to three (3) consecutive work days (24 hours) for participation in funeral services or arrangements.

B. For the purpose of this Article, immediate family is defined as: Employee's spouse, children, step-children, grandchildren, parent, step-parent, grandparent, brothers, sisters, sisters-in-law, brothers-in-law, spouse's parents, step-parents and grandparents.

C. In the event an employee should request additional time in excess of the allowances established in the above provisions, or to attend the funeral for a relative not covered in Section B of this article, a reasonable request for use of sick leave may be granted at the sole discretion of the employer.

D. An employee on an approved leave of absence, vacation or scheduled day off shall not be eligible for bereavement pay.

E. An employee, as a condition of receiving bereavement pay, may be required to submit proof of death and relationship if requested by the District.

ARTICLE XVIII - MEDICAL ABSENCE

A. A medical leave of absence shall be defined as a temporary separation of employment for an employee who is unable to perform the essential functions of his position due to a serious health condition. An employee who is absent from work for more than five (5) working days, shall be granted a medical leave of absence for up to 180 calendar days.

While on a medical leave of absence, the employee shall receive no further wages from the District, but shall have the option of utilizing short term disability benefits, sick leave, or vacation leave. Should an employee fail to make an election, short term disability shall be used.

B. A serious health condition includes an illness, impairment, or physical or mental condition that involves any period of incapacity that requires:

1. An absence of more than three calendar days and involves continuing treatment by or under the supervision of a health care provider.

2. Periodic visits for treatment by a health care provider, where such treatment continues over an extended period of time, including recurring episodes of a single underlying condition.

C. At the conclusion of the initial 180 calendar days of medical leave, the medical leave of absence may be extended as follows:

1. The medical leave of absence shall be extended for an additional 180 calendar days provided a written statement has been signed by the employee's health care provider, as described in section D of this Article.
2. If, at the end of the first extension, the employee is still unable to return to work due to his/her failure to recover as anticipated, the medical leave of absence shall be extended for an additional 180 calendar days provided a written statement, signed by the employee's health care provider, as described in section D of this Article.
3. The required written statement from the employee's health care provider must be submitted to the General Manager not less than three (3) working days prior to the scheduled end of the medical leave of absence.
4. Notwithstanding the foregoing, a medical leave of absence may not extend for a total period of more than 540 calendar days, within a two year period commencing with the employee's first day of absence which results from the serious medical condition.

D. The District may require that an employee on medical leave submit periodic reports from the employee's health care provider certifying the existence of the serious health condition and providing at least the following:

1. The medical facts which support the certification, including a brief description of how the medical facts support a conclusion of a serious health condition;
2. A certification from the provider that the employee is unable to perform the essential functions of his/her position, or other available work, due to a serious health condition.
3. A certification from the provider that he/she has prescribed a course of treatment for the employee which the provider reasonably anticipates will,

if successful, enable the employee to return to work within 180 calendar days;

4. A statement that, based upon information available to the health care provider, the provider reasonably believes that the employee is complying with the course of treatment prescribed by the provider;
5. If the employee is requesting partial intermittent leave, information regarding the need for and the schedule of treatment;
6. A description of the extent to which the employee is unable to perform his or her job duties, including the likely duration of the employee's incapacity.

E. Prior to returning to work from a medical leave of absence, an employee shall provide the General Manager with a written statement, signed by the employee's health care provider, certifying that, to a reasonable degree of medical certainty, the employee is able to perform, with or without reasonable accommodations, the essential functions of his position, or another available position within the bargaining unit. The statement shall also describe any limitations upon the employee's ability to perform his/her essential job functions, and any accommodations which the employee will require to enable him/her to perform his/her essential job functions. In the event the employer can not reasonably accommodate a certified medical restriction, said employee shall remain on medical leave until such time as the leave limits expire or the employee has medically improved enough that the requested accommodation is no longer necessary.

F. Upon timely receipt of a written statement signed by the employee's health care provider indicating that employee either is, or is not, capable of returning to work, the District may, at its cost, require the employee to undergo a physical examination by a qualified health care provider of the District's choice. Said physician shall submit a written report to both the District and the employee indicating whether the employee is fit to return to work.

1. If the health care provider who conducted the medical examination for the District concludes that the employee is able to return to work with, or without, reasonable accommodations, the medical leave shall be terminated, and the employee shall return to work.
2. If the health care provider who conducted the medical examination for the District concludes that the employee is, or will be, unable to return to work

at the conclusion of the medical leave of absence, or within an extension of a leave as described in section C of this Article, the employee shall be notified that he/she is involuntarily separated from employment with the District for medical reasons.

3. The parties agree that any dispute, or disagreement, regarding a return to work issue as between the health care provider for the employee, and the health care provider selected by the employer to examine the employee, shall be resolved, in final, by a third health care provider selected by the two health care providers. The decision by the third health care provider shall be final and binding. The cost of the third health care provider will be borne by the Employer, provided that, the third health care provider shall not, in the absence of medical necessity, duplicate diagnostic tests, or functional capacity exams, already conducted by the two health care providers; the cost of any additional medically necessary tests will be divided equally between the parties.

4. Employees who are involuntarily separated for medical reasons shall be entitled to recall in accordance with the recall right as outlined in Article XII of this Agreement, provided the employee becomes medically able to perform the essential functions of his job.

G. Upon returning to work from a medical leave of absence, the employee shall be reinstated to his/her prior position, or to another available position if reasonably needed to accommodate residual physical restrictions resulting from the employee's serious health condition. An employee on medical leave of absence shall accrue seniority for the duration of the leave.

H. An employee who is unable to return to work at the conclusion of his/her medical leave of absence, or who fails to timely submit the written statement from the employee's health care provider as described in this Article, shall forfeit any right to return to work at a later date, and shall be subject to an involuntary medical separation from employment with the District at the conclusion of his eligibility for the sickness and accident benefits provided by this Agreement.

I. An employee on medical leave of absence shall have his health care premium paid by the District for the duration of the medical leave of absence, and for six (6) months thereafter,

but in no event shall the District be required to pay such premium for more than 18 months of the 36 month period after the commencement of the leave. At the expiration of this period, the employee may continue the benefits under Article XL of this Agreement.

J. MATERNITY LEAVE - Both married and single employees who are/or become pregnant will be granted a leave of absence for a reasonable period of time, upon written request, before and after the birth of a child. Unless the employee requests and is granted a personal leave of absence, the time an employee shall discontinue work prior to the birth of the child will be determined by the employee's ability to perform the duties of her regular job or other available work. Within forty-five (45) days following the birth of the child, the employee shall notify the District of her intent to return to work and the expected date of her return. Leaves of absence will not be extended beyond sixty (60) days after the birth of the child, except upon medical certification that an additional time is necessary for recovery. Employees returning to work following childbirth will be reinstated on the same basis as employees returning to work from any other period of medical disability and shall receive all monetary benefits as other employees off work due to a disability as set forth in the Medical Leave above.

ARTICLE XIX - LEAVE OF ABSENCE FOR DISTRICT RELATED BUSINESS

The District will reimburse the reasonable and necessary expenses of its employees required by the District to attend meetings, conventions, conferences' or while attending other District business. Such expense shall include the following:

1. Actual expense of travel by common carrier or mileage rate for use of private automobile, not to exceed cost of commercial air travel.
2. Employee lodging.
3. Reasonable and necessary meal expense.
4. Other incidental expenses, such as banquet tickets, registration fees, parking fees, road or bridge tolls, business telephone calls, and taxi.
5. COMPENSATION- Employees shall be paid on the basis of their regular rate of pay for a regular scheduled eight (8) hour work day for the reasonable and necessary time spent traveling and attending to the business required of them.
6. Before the employee leaves for a trip, the reasonable and necessary expenses and compensation that will be allowed will be explained by the employee's immediate supervisor.

ARTICLE XX - UNION LEAVE OF ABSENCE

Upon proper notification by the International or Local Union, a leave of absence without pay shall be granted under the following conditions:

Absences for Union Related Work - a maximum of one (1) employee shall have a leave of absence to perform Union work or activities and/or attend International Conventions.

A maximum of one (1) employee shall have a leave of absence to attend Union educational conferences. With the approval of the manager, additional employees may be granted leave to attend such educational conferences.

Leave of absence for International Conventions or educational conferences shall be for the duration of the Convention or Conference, plus reasonable travel time. Employees on leave under this Article shall accrue seniority for the duration of the absence.

ARTICLE XXI - MILITARY SERVICE

Employees fulfilling their military obligation will be afforded leave of absence and reinstatement rights in accordance with applicable Federal Law. This provision shall cover summer encampment and emergency reserve obligations as well as active duty service.

ARTICLE XXII - BULLETIN BOARDS

The District agrees to furnish bulletin boards where notices of interest to the Union can be posted. The posting shall be made by any authorized member of the Union. The bulletin board shall not contain any content which may be considered offensive to any employees of the District.

ARTICLE XXIII - PROFESSIONAL DUES

The District will pay the dues or membership of employees to civic and professional organizations where affiliation with such organizations benefit or enhances the position of the District within the community or professionally. Such dues or membership shall be paid only with approval of the manager.

ARTICLE XXIV - VACATION

On January lst of each year, full time employees, after completion of the probationary period, shall be granted a vacation with pay at straight time hourly rates on the following basis:

1. Employees having less than one year (12 months) of continuous service shall be granted a vacation equivalent to 6.67 hours for each full month employment as of January lst.

Employees hired prior to the 15th day of the month shall be given credit for a full month's accumulation.

2. Employees with one year of service or more, but less than eight years, two weeks (80 hrs.).
3. Eight years of service or more, but less than twelve years, three weeks (120 hrs.).
4. Twelve years of service, but less than twenty years, four weeks (160 hrs.).
5. Twenty or more years of service, five weeks (200 hours).

Part-time employees shall be entitled to the above vacation periods and pay on a pro-rata basis computed on the basis of the part-time employee's average weekly earnings for the quarter year period immediately preceding the start of the part-time employee's vacation.

Employees should notify the manager no later than April 1, of the time period which they wish to take as their vacation. The District will endeavor to grant vacation at the time the employee specified his preference, insofar as it is possible to do so and maintain operating schedules. In cases of conflict, the employee with the greatest seniority with the District shall be given preference, provided the employee has submitted his vacation schedule prior to April 1. Vacation requests received after April 1, shall be on a first come, first serve basis. Employees may take single vacation days only after giving advance notice of at least two work days. Multiple vacation days may be taken only after giving advance notice of at least five (5) work days. Unless the manager agrees otherwise, any vacation day taken without such notice shall be unpaid and shall be an unexcused absence.

The District reserves the right to rearrange vacation schedules or to determine the precise period of each employee's vacation, but an effort shall be made to select a period that is satisfactory to the employee involved.

Except as provided below, Employees who are terminated or who voluntarily resign with two weeks notice, or who die, shall receive their earned vacations on a pro-rated basis. Employees who are discharged for just cause shall not be eligible for vacation pay to which they would otherwise be entitled.

Employees who have been laid off because of lack of work or who are on approved leave of absence shall be entitled to vacation pro-rated on the number of weeks worked. For this paragraph only, working any part of a work week counts as having worked the entire week.

It is the intent of the parties to this Agreement that employees shall take their vacation and not draw pay in lieu thereof. Vacations cannot be accumulated from year to year.

ARTICLE XXV - HOLIDAYS

The following days shall be considered holidays:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve (one-half day*)
*The one-half day New Year's Eve holiday shall be converted to one (1) day of personal leave in years when New Year's Day falls on Saturday, Sunday or Monday.

Except for the New Year's Eve one-half day holiday, if any of the named holidays falls on a Saturday, the preceding Friday shall be considered the holiday for the purpose of this section. Except for New Years Eve day, if any of the named holidays falls on a Sunday, the following Monday shall be considered the holiday for the purpose of this section.

Full-time employees, other than probationary and temporary employees, shall be paid for holidays not worked on the basis of eight hours pay at the employee's straight-time hourly rate. Part-time employees shall be paid on the basis of four hours pay at the employee's straight-time hourly rate.

In order to qualify for pay for holidays not worked, an employee must work the scheduled day before and the scheduled day after the holiday unless his absence is because of vacation, injury or illness, or an excused absence under Article XV. A doctor's excuse for personal illness or injury may be required.

In addition to the holidays set forth above, employees who have been in the continuous service of the District for one year shall be entitled to two paid personal leave days each calendar year. At least 24 hours notice shall be given to the manager before taking a personal leave day except that one of the two personal leave days may be used without at least 24 hours notice in cases of extreme emergency such as a gas leak, fire or explosion, or other like or similar circumstance, provided that the request is given to the supervisor before the start of the employee's shift or if not possible, as soon as circumstances permit. This emergency personal day can be taken in a 4 hour

increment provided the supervisor is so notified at the time the emergency personal day is requested. Permission to take an emergency personal leave day shall not be unreasonably denied.

An employee working any of the paid holidays shall be entitled to regular holiday pay, plus double time (2 times) for all hours actually worked on the actual calendar date of the holiday; hours actually worked on a day on which a holiday is being observed (due to the actual holiday falling on a weekend) shall be compensated at the appropriate regular or overtime (1½ times) rate.

ARTICLE XXVI - STAND-BY PROVISIONS

A minimum of three (3) employees shall be required to be on stand-by duty during nonworking hours to meet emergency situations during such hours. One of such employees must be authorized to operate the District's excavating equipment.

For purposes of this Article, the term "employee" shall be limited to those employees within the System Maintenance Classifications; provided, however, that:

a. If there is an insufficient number of qualified employees within such classifications to fill the stand-by duty requirements, the General Manager shall assign other qualified bargaining unit members to perform such duty until sufficient qualified employees become available.

b. If there are more qualified employees within such classifications than are needed for stand-by duty, excess employees may, on the basis of seniority, decline to participate in stand-by duty on a year-to-year basis.

c. For purposes of assisting with system monitoring and to provide needed technical assistance for specialized production and distribution problems, the Production Superintendent may assign a Troubleshooter to stand-by duty. Such assignments shall not occur more frequently than every other week. All provisions of this Article shall apply to a Troubleshooter while he is assigned to stand-by duty.

Stand-By duty shall be assigned in weekly increments from the end of the normal workday on Monday to the end of the normal workday on the following Monday. The employees' yearly stand-by schedule shall be developed for rotating stand-by duty for the period from May 15 to May 14 of each year after the vacation schedule is set. The schedule will be posted no later than May 10.

The stand-by duty assignments will conform to the vacation schedule set on April 1 to avoid conflicts. Changes to the stand-by schedule, after it is initially set, will be the responsibility

of the employee. In the event an Employee requests to use vacation or personal leave days for a period in which the Employee has been assigned stand-by duty, the employee has the responsibility to secure a replacement from another qualified employee, and if the employee is unable to do so, the request for vacation or personal leave days will be denied.

In the event that an Employee is unable to perform stand-by duty because of illness, the employee shall notify his/her crew leader or the supervisor on-call. The District retains the right to require a physician's statement under such circumstances.

Employees may be assigned stand-by duty in alternate weeks, and no employee shall be assigned to stand-by duty for successive weeks except under unusual and unforeseen circumstances, or where it is necessary due to illness, injury or vacation. Notwithstanding the above, an employee may voluntarily agree to the assignment to him of successive weeks of stand-by duty, provided such voluntary assignment does not involuntarily deprive any other employee of stand-by duty assignment. Employees may, with the approval of the supervisor on call and upon proper and, timely notification to the answering service, substitute for each other while on stand-by duty, provided, however, that there shall be no duplicate payment for stand-by duty provided for in this Agreement when substitutions occur.

District vehicles shall not leave District premises except for the purpose of performing District business. For regular work shifts (i.e., 8:00 A.M. to 5:00 P.M.) vehicles shall be charged out upon reporting to work, or upon leaving for a specific assignment and returned upon completion of work or the specific assignment. An employee on stand-by duty, upon receiving a call from management, supervision or the answering service, shall report to the plant to pick up the needed vehicle, tools and/or equipment. After the call is completed all vehicles, tools and equipment shall be returned to the plant. The District may assign a vehicle to any employee while he is on stand-by duty for a legitimate business reason. There shall be no discrimination and/or favoritism between members of the Bargaining Unit regarding the use of District vehicles and/or stand-by pay.

Effective the pay period beginning nearest to March 1, 2011, each employee assigned to stand-by duty shall have an additional $2.67, added to his straight-time hourly rate for each hour worked during each week he is assigned to stand-by duty. This amount shall be increased by 1.5% effective on May 1, 2012, 1.5% on March 1, 2013, and 2% on March 1, 2014.

Any employee called in to perform work outside of his regular schedule, including employees on stand-by duty assignment, shall receive a minimum of two hours pay at the applicable overtime rate or until the start of his regular shift, whichever first occurs. There shall be no duplication of the minimum call-in pay provided for in this paragraph where an additional service call is received within two hours of the time of the original call. The "two hour minimum" described above, shall not apply to overtime which is merely an extension of the work day. An employee's call-in time shall be computed from the time he clocks in at the plant to the time he clocks out at the plant.

Compensatory time off, in lieu of overtime pay, will be available as an option to an employee the morning after a two (2) hour or more call out, provided that the call required work between the hours of 12: 00 midnight and 6: 00 am. and the employee reports for work by either 10:00 A.M., or noon at the latest, the morning following the call out and the supervisor is notified of the use of such compensatory time at least one-half (½) hour prior to the start of the regular shift.

ARTICLE XXVII - JURY DUTY

Employees called and selected to serve on a jury, or subpoenaed as a witness in a criminal case in which the employee is not a defendant, and whose hours conflict with the hours required to fill such service, shall be excused from work for such duty or appearance and will be paid the difference between his regular straight time rate and any fees received for such services provided the employee furnishes proof of such fees and earnings. Where applicable, the employee's work schedule will be changed to coincide with such duty or appearance. Employees will advise their supervisor regarding possible jury duty or official summons at the time of receipt of the notification. Any employee called for jury duty shall be excused from work and will receive pay at straight time rates for those hours of jury duty, or witness service, up to eight (8), or ten (10) if applicable, hours per day. Employee's pay will be adjusted by the amount of court compensation received. Proof of court compensation is required prior to any contract related pay being authorized. Employees shall call their supervisor immediately upon their release from jury duty, or their subpoena, for instructions as to reporting for work.

ARTICLE XXVIII - INCLEMENT WEATHER

The Water District shall not require its employees to perform work outside in inclement weather unless such work is necessary to protect life and property or restore service to its

customers. However, during such periods of inclement weather which occur during the employees regular working hours, they may be assigned to outside duties which do not expose them directly for extended periods of time.

ARTICLE XXIX - SAFETY AND HEALTH

The employer will cooperate in the objective of eliminating accidents and health hazards. The employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The employer, the Union, and the employees recognize their obligations under existing Federal and State laws with respect to safety and health matters.

A joint safety and health committee shall be established to discuss safety and health matters of mutual concern. The Committee shall be composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer. In addition, the Business Manager of the Local Union may, at his option, attend all Union/Management safety committee meetings. The committee shall meet by agreement but not less than quarterly to discuss safety and health matters. The meetings will be held during working hours or time spent in committee meetings will be counted as time worked for pay purposes, excluding the Business Manager of the Local Union. If an employee feels that he has been aggrieved under the safety and health section, he may file a grievance to be processed according to the Grievance and Arbitration procedure.

The employer shall furnish, at no expense to the employees, proper and sufficient rainy weather clothing and equipment and in addition, any other safety and health equipment which may be necessary or required for the employees to wear or use as determined by the Safety Committee.

ARTICLE XXX - EDUCATIONAL ASSISTANCE

Employees may, at their option, enroll in a course of vocational or academic study which shall have direct, immediate and recognizable benefits to the performance of the employee's present job and/or will qualify the employee for the performance of another job covered by this Agreement. With the prior approval of the manager, the District shall reimburse the employee for the tuition of such courses, and may reimburse the employee for any other costs and expenses associated with such courses.

With the prior approval of the manager, tuition and other educational costs provided for in this Article may be advanced to an employee. In all events, a reimbursement for any tuition or

other costs under this Article shall be made only after evidence of satisfactory completion of the course with a passing grade, and any advancement shall be repaid, by the employee, to the District if such evidence is not presented within thirty days after completion of the course. The District shall have the authority to deduct an amount from the employee's regular weekly paychecks which would be sufficient to repay such advancements in 12 equal weekly installments.

The District will grant the necessary time off, with pay and expenses, to those employees who attend and complete the State License Examination for a water distribution, or water production, license, when such certification is required in the performance of their duties, provided that the employee obtains at least a passing grade on the exam.

As a condition of receiving any advancement, or reimbursement, of tuition or other educational costs, or of receiving any paid time-off and expenses to take a State License Examination, the employee shall execute an agreement that he/she shall repay to the District:

A. 100% of such sums received by him/her in the event he/she leaves the employment of the District within one year after the date of receiving such sums; or

B. 50% of all such sums received by him/her in the event he/she leaves the employment of the District more than one year but within two years after the date of receiving such sums.

There shall be no discrimination and/or favoritism between members of the bargaining unit as to administration of the terms of this Article.

ARTICLE XXXI - STRIKES AND LOCKOUTS

Having provided an orderly procedure for the settlement of disputes under this Agreement, the parties have agreed as follows during the life of this Agreement:

A. On the part of the Union, there shall be no authorized interruption, slowdown, stoppage, or strike from work at the District, and on the part of the District, there shall be no lockouts.

B. In the event of an unauthorized interruption, or strike from work, the District will not hold the Union liable for such action provided that within twenty-four (24) hours after notice from the District, the Union publicly disavows any responsibility and instructs its members to return to work, and the Union or the District may post notices in the work plant notifying employees or members that the action is unauthorized.

C. The District may take appropriate disciplinary action, including discharge against any employee instigating or encouraging such action during this Agreement. The grievance

procedure outlined above shall apply to any employee disciplined or discharged by the District.

ARTICLE XXXII - PENSION PLAN

The District shall provide and make the necessary Employer contributions to the Ohio Public Employee Retirement System for all eligible bargaining unit employees. The District shall also "pickup" a portion (7% of qualifying wages) of the employee's contribution to OPERS.

ARTICLE XXXIII - HEALTH CARE AND DENTAL PLAN

A. The District shall offer to enroll its employees, covered by this Agreement, in a plan of life, dental and medical and vision insurance. The exact benefits provided shall be subject to the requirements of the insurer.

B. Effective March 1, 2012, all Employees will be rolled into a plan or plans of insurance offered by the District. Employees enrolled in the plan will contribute 14% for employee cost and 25% for dependant of the District costs for health and dental insurance premiums beginning with the pay period nearest March 1, 2012 through February 28, 2015, with such payments automatically deducted through payroll deduction.

C. The District shall provide, at no cost to the employee, weekly Sickness and Accident wage replacement benefits equal to 70% of weekly base salary to a maximum of $500 per week; such benefits shall commence on the eighth day of an absence due to accident, illness, and/or hospitalization, and continue for up to 26 weeks.

D. The health and dental benefits, which the District agrees to provide hereunder, shall be as generally described herein, and through other booklets and documents, furnished by the insurer(s), or any plan descriptions adopted by the District, which are incorporated by reference into this Agreement.

E. The District will pay each employee who elects not to enroll in either of the health plans described in this Article and who provides evidence of coverage under another plan a one time lump sum payment equal to $150.00 for each month the employee opts out of the District plan in 2012 (12 months), 2013 (12 months) and 2014 (12 months).

ARTICLE XXXIV - LIFE INSURANCE

The District shall further provide, through the Carrier, at no cost to the employee, the Life Insurance generally described herein and through other booklets and documents furnished by the District and Carrier.

LIFE INSURANCE

A. Life Insurance equal to one times annual salary (not to exceed $50,000).

B. Accidental Death and Disbursement equal to one times annual salary (not to exceed $50,000).

ARTICLE XXXV - DENTAL PLAN

See Article XXXIII.

ARTICLE XXXVI - UNIFORMS

The District will provide uniforms (shirts and trousers) to employees and a cleaning service to maintain the same so long as a sufficient number of employees opt for the service to meet the service's minimum requirements. Commencing December 1, 2008, and every two years thereafter, the District will provide a pair of insulated coveralls or light coveralls to each employee as the job requires. Employees are required to wear the uniforms provided by the District. A committee will be appointed to review uniform proposals and make recommendations concerning uniform selection to the General Manager.

ARTICLE XXXVII - PAID SICK DAYS

A. An employee who has accumulated sick leave may use a paid sick day for each day of absence due to personal illness, injury, or disability. Payment for sick leave shall be at the employee's regular hourly rate for an eight hour day for each day of absence for the first five days of sick leave used in any calendar year. The pay for sick leave days used in excess of five days per calendar year shall be at seventy percent (70%) of the employee's regular hourly rate; provided, however, that if an employee presents a doctor's excuse for any of his/her first five days of sick leave during a calendar year, that day shall not count against the maximum of 5 days of 100% paid sick leave during that calendar year. There shall be no duplication of sick leave benefits with any other disability income benefits provided by the District.

B. On the 1st day of January, and on January 1st of each year thereafter, each employee with more than one year of continuous service on that date shall be credited with ten

days (80 hours) of sick leave. If an employee has not been employed for at least one year, then he shall be credited with 6.67 hours for each full month employed, as of January 1st.

C. Unused, credited sick leave may accumulate from year to year to a maximum of 180 days.

D. An employee who wants to take a paid sick day shall personally notify the distribution superintendent, or the operations manager, before the start of his shift. If the employee is unable to contact either his supervisor or the operations manager before the start of his shift, he shall leave a phone message with the District's answering service before that time, giving the nature of the illness, injury or disability, and the approximate date he expects to return to work, if known, and shall make contact with either the distribution superintendent or operations manager on the first day of absence to discuss the reason for the absence and the expected return to work date.

E. For absences due to illness, injury, or disability in excess of three (3) successive scheduled work days, the employee shall present a doctor's excuse verifying the reasons for absence to qualify for sick pay.

F. An employee who has applied for other disability benefits and expects an unusual delay in receiving those benefits, may request from the District advancements of the same amount to prevent financial hardship. The employee, in return, will reimburse the District for all compensation advances as a result of the disability.

G. In order to receive credited sick leave pay, an employee shall complete, for each absence, an injury/illness report specifying the nature of injury or illness and attaching related documentation, if any. Falsification of such report or any reasons stated to support any report for sick leave shall be grounds for discipline, up to and including discharge.

H. When an employee has been absent due to illness or disability in excess of six separated absences in any calendar year, the employer may require satisfactory proof of illness or disability before a day of sick leave is paid. For purposes of this Article, a "separated absence" shall be defined as a non-consecutive day or days of absence. For example: an employee who is absent on Monday, Wednesday and Friday of a normal workweek shall be charged with three (3) separated absences. An employee who is absent on Friday and the entire following workweek shall be charged with only one separated absence.

I. Notwithstanding the provisions of this Article, when an employee's absences meet the requirements necessary to qualify him for other disability benefits as provided by the District set forth in Article xxv, Sections 1 and 2 of this Agreement, he shall apply for those benefits and may draw no more sick leave directly from the District until those benefits are exhausted. In addition, an employee may not draw sick leave benefits for on the job injuries when workers compensation benefits are available.

ARTICLE XXXVIII - CONTINUATION OF BENEFITS

Except as expressly treated and conditioned elsewhere in this Agreement, the District will continue to pay and credit the fringe benefits provided for in this Agreement when an employee leaves the active payroll of the District as follows:

1. In the event of layoff, all benefits will continue until the end of the premium month following the month in which layoff occurs.
2. In the event of a personal or Union leave of absence as provided for in Articles XVIII and XXII of this Agreement, benefits will be continued until the end of the month in which such leave is started. Vacation and paid sick leave benefits shall be pro-rated for the calendar year or years in which such leave is taken. Employees on personal or Union Leave of absence shall not be entitled to holiday pay for holidays falling within the period of such leave.
3. In the event of a medical leave of absence as provided for in Article XX of this agreement, insurance benefits will continue to be paid by the District for the duration of the sickness and accident period, the duration of his accumulated sick leave and for six (6) months thereafter.

   This time may be extended by mutual agreement between the parties. Vacation credit and paid sick leave benefits will continue to be earned and credited during this same period, but will cease thereafter. Employees on medical leave of absence shall not be entitled to holiday pay for holidays falling within the period of such leave.

Under all of the above circumstances, an employee may, at the expiration of the period for which the District is obligated to continue such insurance in force, and so long as the employee continues to accrue seniority, continue to be covered and under the insurance programs provided for in this Agreement by making arrangements to pay and paying the premiums for such insurance to the District by the 10th day of the month in which the premiums are due; provided that the

employee may, at his option, elect not to continue the dental plan but to continue the other coverages under the plan.

ARTICLE XXXIX - JOB CLASSIFICATION AND WAGES

A. Each employee shall be paid in accordance with the Wage Schedule (attached hereto) for his Job Classification; also see attached Special Compensation Provisions. Except as otherwise provided in this Agreement, Step 1 shall be the entry level pay. Without effecting seniority rights, the General Manager may allow initial placement at a higher step to give credit for service outside the District. An employee shall advance to the next highest step upon his six month anniversary date of his commencement of employment; and shall advance to next highest step upon the one year anniversary date of his commencement of employment. Thereafter, he shall be advanced to the next highest pay step on each successive anniversary date of his commencement of employment. If an employee's Job Classification is changed; his pay step shall remain the same. For an employee to change his Pay Range, he must meet the requirements specified herein. A change in Pay Range shall become effective with the commencement of the next pay period following the District's receipt of notification of the employee's certification. An employee may make only one Pay Range move while at the same Pay Step. The District and Union may by mutual agreement waive steps or ranges on a case-by-case basis. During the term of this Agreement, there shall be no modifications in the Wage Schedules without the mutual agreement of the District and the Union.

B. CLASSIFICATION SPECIAL REQUIREMENTS. As the needs of the District from time to time may require, the following classifications are established. The number of employees needed to fill these classifications shall be determined by the District and shall be filled in accordance with the bidding procedures of this Agreement.

1. PLANT OPERATORS:

   a. PLANT OPERATOR III - Position requires a Class III Water Supply Operators License issued by the State of Ohio, in accordance with the needs of the District. Occupant must possess good communications skills, as well as, organizational skills for maintaining inventories and periodic maintenance and operations reporting, as determined by the District. Position requires the ability to operate and maintain the District's North and

South Water Treatment Plants. Class III Operators must obtain laboratory certification at both plants. (Full Time and/or Part Time)

b. PLANT OPERATOR II - Position requires Class II Water Supply Operators License issued by the State of Ohio in accordance with the needs of the District. Occupant must possess good communications skills, as well as, organizational skills for periodic reporting as determined by the District. Position requires the ability to operate and maintain the District's North and/or South Plant. Class II Operators must obtain laboratory certifications at treatment plants as determined by the District. (Full Time and/or Part Time).

c. PLANT OPERATOR I - Position requires Class I Water Supply Operators License issued by the State of Ohio in accordance with the needs of the District. Occupant must possess good communications skills, as well as, organizational skills for periodic reporting, as determined by the District. Position requires the ability to operate and maintain the District's South Plant and may, at the discretion of the District, periodically be assigned duties at the North Plant for emergencies and training. Class I Operators must obtain laboratory certification at the South Plant. (Full Time and/or Part Time)

d. The District will designate an employee(s), at the District's discretion, to conduct water sampling throughout the distribution system from any one of the Plant Operator Classifications.

e. In order to promote efficiency in operations, a production superintendent (non-bargaining unit) may operate the District's Water Treatment Plant(s) for not more than 20 hours per week during such times that the District has made substantial changes to it production and treatment processes. The production superintendent shall operate the District's Plant(s) for only such weeks or months as is needed to effectuate the changes and to establish standard operating procedures to be used during normal operations, or in any event during an emergency or when other qualified bargaining unit employees were not available. The production superintendent's operation

of the District's Plant(s) shall not serve to erode or diminish bargaining unit work.

2. TROUBLESHOOTERS: Minimum classification qualifications must be met for promotion into these classifications after January 1, 1996. Current employees will maintain their current status but are encouraged to obtain the minimum qualifications that would otherwise be needed.

   a. Chief Troubleshooter - Position requires minimum of Class II Water Distribution (or Supply) Operators License issued by the State of Ohio for Pay Range B. A minimum of a Class III Water Supply Operators License issued by the State of Ohio is required for Pay Range C. Position requires an Ohio Commercial Drivers License (CDL). Position requires extensive electrical background or training. Position requires good communications skills, organizational skills and the ability to direct others. Position requires the ability to operate and maintain the District's treatment and pumping facilities, including the treatment plants, booster stations, pressure reducing stations, water storage tanks and the relating monitoring and control telemetry.

   b. Troubleshooter - Position requires a minimum of Class II Water Distribution Operators License issued by the State of Ohio for Pay Range B. A Class II Water Supply Operators License issued by the State of Ohio is required for Pay Range C. Position requires an Ohio Commercial Drivers License (CDL). Position requires good communication and organizational skills. Position requires the ability to operate and maintain the District's treatment and pumping facilities, including the treatment plants, booster stations, pressure reducing stations, water storage tanks and the relating monitoring and control telemetry. Completion of Electrical Safety Training required upon entry into this classification.

3. SYSTEM MAINTENANCE - All System Maintenance employees are required to obtain an Ohio Commercial Driver License (CDL).

a. System Maintenance (Range D) - The position requires a minimum of a Class II Distribution Operators License issued by the State of Ohio, and the capability to operate all of the District's excavating equipment.

b. System Maintenance (Range C) - The position requires a minimum of either:

   i. A Class II Distribution Operators License issued by the State of Ohio; or

   ii. A Class I Distribution Operators License and the capability to operate all of the District's excavating equipment.

c. System Maintenance (Range B) -The position requires a minimum of either:

   i. A Class I Distribution Operators License issued by the State of Ohio; or

   ii. The capability to operate all of the District's excavating equipment.

d. System Maintenance (Range A) - The position requires no license but is strongly encourage by the District to obtain for eligibility of increased pay opportunities within certain classifications or for meeting minimum requirements in other higher paying classifications.

e. Crew Leaders - The Distribution Superintendent shall permanently designate a crew leader for each system maintenance crew, and shall assign another qualified employee to serve as a crew leader when needed to substitute during the absence, or unavailability, of a permanent crew leader. The permanent crew leader(s) regular straight-time rate shall be $1.00 per hour greater than his/her applicable rate on the System Maintenance pay scale. A substitute crew leader shall receive a $1.00 per hour pay increment (over and above his/her regular straight-time rate) for all hours of work performed as a crew leader. Each crew leader shall be responsible for:

   - directing the work of the other members of the crew;
   - ensuring that all work is completed in a timely manner in accordance with Standard Operating Procedures and/or the directions of his supervisor;

- completing required documentation in connection with the work; and
- reporting to his supervisor any problems arising during the course of the crew's work.

4. GENERAL MAINTENANCE - No Special Requirements
5. TEMPORARY EMPLOYEES - No Special Requirements

C. Miscellaneous Requirements

1. CDL licenses shall include endorsements as needed to drive the District's vehicles. For each employee who takes a CDL test after the effective date of this Agreement, the District shall pay the testing fee for the initial taking of the test. For the first retest, the District will pay one-half of the testing fee. If additional tests are required, the Employee will be responsible for all fees and be unpaid for the hours of retesting. Any additional test fees shall be the employee's responsibility. The same policy will apply to any expenses associated with an upgrade or renewal of any CDL license, regardless of whether the original license was obtained prior to, or after, the effective date of this Agreement.
2. Classification responsibilities and duties are not restricted to classification special requirements and shall be considered to include "other duties as assigned by the district."

ARTICLE XL - DRUG TESTING FOR CDL LICENSEES

Pursuant to the federal Drug Free Work Place Act and public law 49 U.S. C. § 271 1 and 49 CFR Parts 382., et al. and Employer policy, employees are prohibited, while on the Employer's premises or while performing their official duties, from possessing or using illegal drugs. In addition, employees are prohibited from reporting for duty or from performing their official duties while under the influence of illegal drugs or alcohol.

All drug testing, including initial screening, random, post accident and return to work tests shall be in accordance with published federal CDL regulations and any discipline issued by the Employer pursuant to this Article shall be exclusively subject to the grievance and arbitration procedures of this Agreement.

For purposes of this Agreement, an employee who refuses a supervisor's order to promptly take a drug or alcohol test, pursuant to federal regulations, is subject to immediate termination. If the employee has questions regarding the validity of the test request, he or she shall promptly comply with the request and pursue the validity issue through the grievance procedure and Article VII.

ARTICLE XLI - SUCCESSOR CLAUSE

In the event of the sale and/or transfer of the interest in the District or any portion thereof during the term of this Agreement, this Agreement shall continue in full force and effect and shall be binding upon the Union and its local 20 and any successor employer and would be obligated to bargain with the Union as Collective Bargaining Representatives of the employees. Such successor employer shall replace the District with respect to all rights and liabilities under this Agreement

ARTICLE XLII - MATTERS COVERED AND COMPLETE AGREEMENT

1. All matters not covered in the Agreement shall be deemed to have been raised and disposed of as is covered herein.

2. It is agreed that this document (and/or letter agreements, exhibits and/or appendix hereto) contain the full and complete Agreement and all bargainable issues between all parties hereto and/or all for whose benefit this Agreement is made and no party shall be required, during the term of this Agreement, to negotiate or bargain upon any issue. However, no provision of this Agreement shall prohibit the parties to the Agreement from negotiating on any specific provision by mutual written agreement to do so.

3. With respect to all terms and conditions of bargaining unit employees' employment, the Union and the District agree that this Agreement shall be exclusive as to all or any obligations of the Employer under State law. It is further agreed that this Agreement shall be the sole and exclusive recourse available to bargaining unit employees and the Union, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio law, this Agreement shall prevail pursuant to the meaning of Ohio Revised Code § 4117.10(A).

ARTICLE XLIII - DURATION, CHANGES, TERMINATION

1. This Agreement shall remain in full force and effect from the date of its ratification, by both the District's Board of Trustees and the Union, through February 28, 2015 and from year to year thereafter, unless terminated in accordance with provisions outlined below.

2. In the event that either party desires to change any provisions of this Agreement, it shall give written notice of such desire by Certified Mail to the other party not more than ninety (90) days nor less than sixty (60) days in advance of February 28, 2015, or any anniversary date thereafter.

3. The giving of notice, as provided above, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching a written agreement prior to the anniversary date.

4. At any time after 12:01 A.M., March 1, 2012, or any anniversary date thereafter, if no agreement on the questions at issue has been reached, the Agreement shall terminate.

5. The parties may by written mutual agreement between them extend this Agreement for a short duration while negotiations continue.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this AGREEMENT this 19th day of July, 2012.

FOR THE UNION
THE INTERNATIONAL UNION
OF OPERATING ENGINEERS LOCAL 20

Jerry Ware Sr

Doug Howard

FOR THE DISTRICT
THE SOUTHWEST REGIONAL
WATER DISTRICT

GENERAL MANAGER

Ted Perry
PRESIDENT

Mary L. Moore
SECRETARY

OPERATIONS MANAGER

FINANCE MANAGER

6/12/12
Ass't Butler County Prosecuting Attorney

Donald L. Crain, Frost Brown Todd LLC,
Labor Counsel

Plant Operator

Effective 3/1/2012: 1.5% Increase

	I	II	III
10	$23.20	$24.22	$25.04
9	$22.51	$23.52	$24.33
8	$21.82	$22.83	$23.64
7	$21.12	$22.13	$22.95
6	$20.42	$21.43	$22.26
5	$19.73		
4	$19.03		

Effective 3/1/2013: 1.5% Increase

	I	II	III
10	$23.55	$24.58	$25.42
9	$22.85	$23.87	$24.69
8	$22.15	$23.17	$23.99
7	$21.44	$22.46	$23.29
6	$20.73	$21.75	$22.59
5	$20.03		
4	$19.32		

Effective 3/1/2014: 2.0% Increase

	I	II	III
10	$24.02	$25.07	$25.92
9	$23.31	$24.35	$25.19
8	$22.59	$23.63	$24.47
7	$21.87	$22.91	$23.76
6	$21.14	$22.18	$23.04
5	$20.43		
4	$19.70		

Chief Troubleshooter

Effective 3/1/2012: 1.5% Increase

	A	B	C
10	N/A	$25.12	$26.89
9	N/A	$24.43	$26.19
8	N/A	$23.73	$25.49

Effective 3/1/2013: 1.5% Increase

	A	B	C
10	N/A	$25.50	$27.29
9	N/A	$24.80	$26.58
8	N/A	$24.09	$25.87

Effective 3/1/2014: 2.0% Increase

	A	B	C
10	N/A	$26.01	$27.84
9	N/A	$25.29	$27.11
8	N/A	$24.57	$26.39

Troubleshooter

Effective 3/1/2012: 1.5% Increase

	A	B	C
10	N/A	$23.49	$24.52
9	N/A	$22.79	$23.83
8	N/A	$22.10	$23.14

Effective 3/1/2013: 1.5% Increase

	A	B	C
10	N/A	$23.84	$24.89
9	N/A	$23.13	$24.19
8	N/A	$22.43	$23.49

Effective 3/1/2014: 2.0% Increase

	A	B	C
10	N/A	$24.32	$25.39
9	N/A	$23.59	$24.67
8	N/A	$22.88	$23.96

System Maintenance

Effective 3/1/2012: 1.5% Increase

	A	B	C	D
10	$20.90	$21.29	$21.86	$22.37
9	$20.21	$20.60	$21.16	$21.67
8	$19.52	$19.90	$20.47	$20.98
7	$18.81	$19.21	$19.77	$20.28
6	$18.12	$18.52	$19.08	$19.58
5	$17.43	$17.81	$18.39	$18.89
4	$16.74	$17.12	$17.69	$18.19
3	$16.03	$16.42	$16.99	$17.50
2	$15.34	$15.71		
1	$14.65			

Effective 3/1/2013: 1.5% Increase

	A	B	C	D
10	$21.21	$21.61	$22.19	$22.71
9	$20.51	$20.91	$21.48	$22.00
8	$19.81	$20.20	$20.78	$21.29
7	$19.09	$19.50	$20.07	$20.58
6	$18.39	$18.80	$19.37	$19.87
5	$17.69	$18.08	$18.67	$19.17
4	$16.99	$17.38	$17.96	$18.46
3	$16.27	$16.67	$17.25	$17.76
2	$15.57	$15.95		
1	$14.87			

Effective 3/1/2014: 2.0% Increase

	A	B	C	D
10	$21.64	$22.05	$22.63	$23.16
9	$20.92	$21.33	$21.91	$22.44
8	$20.21	$20.61	$21.20	$21.72
7	$19.47	$19.89	$20.47	$21.00
6	$18.76	$19.18	$19.76	$20.27
5	$18.04	$18.44	$19.04	$19.56
4	$17.33	$17.73	$18.32	$18.83
3	$16.59	$17.00	$17.59	$18.12
2	$15.88	$16.27		
1	$15.16			

Employees hired after January 1, 1996 are not eligible for these steps

GENERAL MAINTENANCE

Effective 3/1/2012: 1.5% Increase

7	$16.20
6	$15.52
5	$14.82
4	$14.13
3	$13.43
2	$12.73
1	$12.04

Effective 3/1/2013: 1.5% Increase

7	$16.44
6	$15.75
5	$15.04
4	$14.34
3	$13.63
2	$12.92
1	$12.22

Effective 3/1/2014: 2.0% Increase

7	$16.77
6	$16.07
5	$15.34
4	$14.63
3	$13.90
2	$13.18
1	$12.46

TEMPORARY EMPLOYEES

Effective 3/1/2012: 1.5% Increase

4	$9.80
3	$9.54
2	$9.27
1	$9.00

Effective 3/1/2013: 1.5% Increase

4	$9.95
3	$9.68
2	$9.41
1	$9.14

Effective 3/1/2014: 2.0% Increase

4	$10.15
3	$9.88
2	$9.59
1	$9.32

Coverage Period: Mar 01, 2012 to Present

Eligibility & Benefits for:

Plan Name: Lumenos Health Savings Account (PPO)
Effective Date: 03/01/2012
Benefit information updated as of: 05/29/2012

Benefit Details

This is the most current information available. Benefits are subject to the terms, conditions, limitations, and exclusions in your coverage.

Important information exists about your plan related to Health Care Reform and Grandfathered Health Plans. Click on each topic to learn more.

Benefit Type	Benefit Level	
	Participating Doctors/Facilities	Non Participating Doctors/Facilities
Hott Hott (Human Organ & Tissue Transplants)		
Member Copayment Per Service		
Hott	0%	30%
Lumn Incentives		
Family Maximum Per Plan Year		
Health Risk Assessment-Completion	$50	$50
Member Maximum Per Plan Year		
Disease Management Coaching Program-Graduation	$200	$200
Disease Management Coaching Program-Participation	$100	$100
Employee Only Maximum Per Lifetime		
Smoking Cessation Program-Participation And Completion	$50	$50
Weight Management Program-Participation And Completion	$50	$50
Spouse Maximum Per Lifetime		
Smoking Cessation Program-Participation And Completion	$50	$50
Weight Management Program-Participation And Completion	$50	$50
Medical Ambulance Services		
Member Copayment Per Service		
Ambulance	0%	0%
Medical Emergency Services		
Member Copayment Per Visit		
Emergency	0%	0%
Medical Home Care & Hospice Services		
Member Copayment Per Visit		
Home Care	0%	30%
Hospice	0%	0%
Member Maximum Per Calendar Year		
Home Care- Private Duty Nursing	$50,000	Shared with Participating Doctor/Facility
Home Care	100 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Member Maximum Per Lifetime		
Home Care- Private Duty Nursing	$100,000	Shared with Participating Doctor/Facility
Medical Inpatient Services		
Member Copayment Per Admission		
Professional	0%	30%
Facility	0%	30%
Member Maximum Per Calendar Year		
Physical Medicine And Rehabilitation, Including Day Rehab Programs	60 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Skilled Nursing Facility	100 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Medical Maternity		
Member Service Per Service		
Elective Abortions	Covered	Shared with Participating Doctor/Facility
Dependent Daughter	Covered	Shared with Participating Doctor/Facility
Member Copayment Per Service		
Maternity Services	0%	30%
Medical Medical General		
Member Deductible Per Calendar Year		

All Covered Services With Abuse Percentage Coinsurance Or Prescription Flat Dollars Copayment	$5 000	$10 000
Family Deductible Per Calendar Year		
All Covered Services With Abuse Percentage Coinsurance Or Prescription Flat Dollars Copayment	$10,000	$20 000
Member Copayment Per Visit		
Diabetic Education	0%	30%
Member Service Per Service		
Morbid Obesity	Not Covered	Shared with Participating Doctor/Facility
Infertility	Not Covered	Shared with Participating Doctor/Facility
Sexual Dysfunction--Medical	Not Covered	Shared with Participating Doctor/Facility
Contraceptives (Birth Control)	Covered	Shared with Participating Doctor/Facility
Member Maximum Per Lifetime		
All Covered Services	Unlimited	Shared with Participating Doctor/Facility
Member Out-of-Pocket Limit Per Calendar Year		
All Deductible, Percentage Coinsurance & Dollars Copays, Except Non-Network Holt	$6,050	$20,000
Family Out-of-Pocket Limit Per Calendar Year		
All Deductible Percentage Coinsurance, & Dollars Copays, Except Non-Network Holt	$12 100	$40 000
Medical Medical Supplies, Equipment And Appliances		
Member Copayment Per Service		
Medical Supplies, Durable Medical Equipment And Appliances	0%	30%
Member Maximum Per Calendar Year		
Wigs, Following Cancer Treatment	$500	Shared with Participating Doctor/Facility
Prosthetic Limbs (Artifical Leg Or Arm)	Unlimited	Shared with Participating Doctor/Facility
Orthotics And Durable Medical Equipment	Unlimited	Shared with Participating Doctor/Facility
Prosthetic Devices, Excluding Surgical Prosthetics And Prosthetic Limb	Unlimited	Shared with Participating Doctor/Facility
Medical Office Visit Services		
Member Copayment Per Visit		
Office Visit	0%	30%
Pharmaceutical Injections And Drugs (Except Preventive Care Immunizab	0%	30%
Allergy Testing	0%	30%
Allergy Injections	0%	30%
Certain Diagnostic Tests (Mra's, Mri's Pets C-Scans, Nuclear Cardiol	0%	30%
Online Visit	0%	30%
Medical Outpatient Services		
Member Copayment Per Visit		
Professional	0%	30%
Surgery Hospital/Alt Care Facility	0%	30%
Other Outpatient Services	0%	30%
Member Maximum Per Calendar Year		
Accidental Dental-Includes Surgical Treatment And Anesthesia	$3,000	Shared with Participating Doctor/Facility
Medical Outpatient Therapy Services		
Member Maximum Per Calendar Year		
Pulmonary Rehab (Outpatient And Office Visit Combined)	20 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Physical Therapy (Out Of Pocket & Office-visits Combined)	20 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Speech Therapy	20 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Occupational Therapy (Out Of Pocket & Office-visits Combined)	20 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Spinal Manipulations (Out Of Pocket & Office-visits Combined)	12 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Cardiac Rehab (Outpatient And Office Visit Combined)	36 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Member Service Per Service		
Massage Therapy (Outpatient And Office Visit)	Not Covered	Shared with Participating Doctor/Facility
Member Copayment Per Visit		
Services	0%	30%
Medical Preventive Care Services		
Member Copayment Per Visit		
Preventive Care -- Hcr Compliant Enterprise List	None	30%
Routine Hearing Screening	None	30%
Medical Nutrition Therapy For Obesity	None	30%
Routine Vision Screening As Defined Benefit Year Hcr Preventive	None	30%

Medical Urgent Care Services		
Member Copayment Per Visit		
Pharmaceutical Injections And Drugs (Except Preventive Care Immunizat	0%	30%
Allergy Testing	0%	30%
Allergy Injections	0%	30%
Certain Diagnostic Tests (Mra's Mri's, Pets, C-Scans, Nuclear Cardiol	0%	30%
Urgent Care	0%	30%
Medical Vision General		
Member Copayment Per Visit		
Routine Vision For Determination Of Refraction, Ophthalmological Exam	Covered Same As Any Other Service	Covered Same As Any Other Service
Mhsa Mental Health/Substance Abuse (Mental Health And Substance Abuse)		
Member Maximum Per Calender Year		
Outpatient Alcoholism		10 Day(s) / Visit(s)
Inpatient Non-Biologically Based Mental Health/Substance Abuse (Except Nn Substance Abuse)	30 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Outpatient Biologically Based Mental Health	Unlimited	Shared with Participating Doctor/Facility
Substance Abuse Rehab Programs	1 Day(s) / Visit(s)	Shared with Participating Doctor/Facility
Outpatient Non-Biologically Based Mental Health/Substance Abuse	30 Day(s) / Visit(s)	
Outpatient Substance Abuse, Except Alcoholism		10 Day(s) / Visit(s)
Inpatient Alcoholism		1 Day(s) / Visit(s)
Inpatient Biologically Based Mental Health	Unlimited	Shared with Participating Doctor/Facility
Inpatient Substance Abuse, Except Alcoholism		1 Day(s) / Visit(s)
Outpatient Non-Biologically Based Mental Health		10 Day(s) / Visit(s)
Member Copayment Per Visit		
Outpatient Mental Health	0%	30%
Outpatient Substance Abuse	0%	30%
Member Copayment Per Admission		
Inpatient Substance Abuse	0%	30%
Inpatient Mental Health	0%	30%

©2005 - 2011 copyright of Anthem Insurance Companies, Inc. Serving Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri (excluding 30 counties in the Kansas City area), Nevada, New Hampshire, Ohio, Virginia (excluding the Northern Virginia suburbs of Washington, D.C.), and Wisconsin.

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

The HRA will reimburse employees enrolled in the High Deductible Plant for the first $4,000.00/ single, or 8,000.00/family of qualifying expenses (as determined by the insurance carrier) that are applied towards the calendar year deductible. The annual deductibles will be as follows:

	Single	Family
Annual Deductible (in-network)	$ 5,000.00	$10,000.00
HRA Reimbursement	$ 4,000.00	$ 8,000.00
Annual Maximum Responsibility	$ 1,000.00	$ 2,000.00

Unused annual HRA reimbursement will carry over to the following year but shall not exceed the Annual in-network deductible.