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K# 30470

STATE EMPLOYMENT
RELATIONS BOARD

2014 FEB -3 PM 3:14

AGREEMENT BETWEEN

CITY OF SANDUSKY, OHIO

AND

THE SANDUSKY CITY EMPLOYEES LOCAL 1519

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AND

AFL-CIO AND AFSCME COUNCIL 8

EFFECTIVE

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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ARTICLE 1

PURPOSE

This Agreement, entered into by the City of Sandusky, Ohio, hereinafter referred to as the "Employer," and the Sandusky City Employees Local 1519, American Federation of State, County and Municipal Employees, AFL-CIO, and AFSCME Ohio Council 8, hereinafter referred to as the "Union," has as its purpose the following:

1.1 To achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance.

1.2 To provide for the peaceful and equitable adjustment of differences which may arise.

1.3 To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

1.4 To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment.

1.5 To ensure the right of every employee to fair and impartial treatment.

1.6 To provide an opportunity for the Union and the Employer to negotiate as to wages, hours, terms and other conditions of employment. This Agreement pertains to the employees within the bargaining unit defined hereunder.

ARTICLE 2

UNION RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment and handling grievances for those employees of the Employer in the bargaining unit. In the event a new classification is established, or an existing classification is altered, the new job description shall be provided to the Union at the time of creation or modification, but not less than ten (10) days prior to the posting of a vacancy which is caused by the new job description. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed in classified full time positions as follows: (also see Appendix A)

Accounting Clerk I
Accounting Clerk II
Accounts Payable Clerk
Assistant Maintenance Technician
Assistant Plant Operator
Building Inspector
Cemetery Clerk
Cemetery Manager/Foreman
Chief Construction Inspector

Chief Foreman
Chief Operator
Clerk I
Code Compliance Officer
Construction Inspector I
Construction Inspector II
Custodial
Electrical Inspector
Engineering Aide

- (2) The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area and the nature of the Union activity.
- (3) The parties agree to comply with the provisions of this Agreement which set forth the terms by which the parties shall meet in order to resolve any dispute or differences; however either party may conclude any such meeting, at which time the employees shall immediately return to work.
- (4) If determined that the Union president or steward is abusing the rules of this Section, they shall be subject to disciplinary action.

3.6 The Employer agrees that one (1) non-employee Officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

ARTICLE 4

DUES CHECKOFF/FAIR SHARE FEE

4.1 The City will deduct Union dues from the pay of those employees who individually request, in writing, that such deduction be made. The amount to be deducted shall be certified to the City by the Treasurer of the Union. The City will remit a check to the Treasurer of the Union, together with an itemized statement for the current month after such deductions are made.

4.2 After the date of execution of this Agreement, each employee in the bargaining unit who is not a member of the Union upon completion of his probationary period, shall pay to the Union a fair share fee as a condition of employment.

4.3 The fair share fee shall be collected by automatic payroll check-off as provided by Section 4117.09(c) of the Ohio Revised Code.

4.4 The amount of the fair share fee shall be certified to the Employer by the local Treasurer of the Union. Such fair share shall not exceed the amount of regular monthly union dues nor shall a fair share fee or a portion of it be certified for collection for activities that the Union is not legally entitled to finance with fair share fees.

4.5 The Union shall hold the Employer, its officials, representatives, and agents harmless from any claims, actions, or liabilities arising out of or resulting from the deduction of fair share fees.

ARTICLE 5

UNION RIGHTS – THROUGH ADMINISTRATIVE SERVICES

5.1 The City shall provide the Union, through the Department of Administrative Services, with the following information on all employees:

Employee Status Reports

(A) Bid Postings

- (B) Name of all newly hired employee(s)
- (C) Names of transferred employee(s)
- (D) Names of employee(s) submitting resignations
- (E) Names of employee(s) bidding
- (F) Names of employee(s) retiring

Any changes in the above shall be provided to the Union via e-mail on a monthly basis.

The Employer will also provide the Union with a revised seniority list every six (6) months.

5.2 Table of Organization - The City shall provide the Union with a breakdown of its organizational structure. This breakdown shall be provided to the Union in writing and shall list each department and division thereof and shall include a list of all supervisory personnel indicating the department or division that the supervisor has responsibility over. The City shall also provide the Union with a list of all employees in each department along with their classifications.

5.3 Each pay period, the City shall provide the appropriate union steward or officer with a copy of the Department Head's list showing the current accumulated sick time, current accrued vacation and current accrued compensatory time for each employee.

ARTICLE 6

NO STRIKE/NO LOCKOUT

6.1 The union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other concerted action or interruption of operations or Services of the Employer, by its members or other employees of the Employer for the life of this Agreement and any extension thereof.

6.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 6.1 of this article.

6.3 The services performed by the City employees included herein are essential to the public safety, health and welfare. Therefore, the Union and the City agree that employees may be required to go through picket lines where the continuation of performance of city services is necessary as determined by the Employer. The City agrees to notify representatives of any striking union of the need for city employees to cross such picket lines to perform city services so as not to cause the employee(s) to be considered strikebreakers. The Employer agrees not to require the crossing of any such picket line if there is an apparent threat of injury or bodily harm; however, the Employer shall not be required to pay any employee(s) if no work is performed or if the employee(s) should fail to report to work.

ARTICLE 7

MANAGEMENT RIGHTS

7.1 The Union and the City recognize the right and authority of the Employer, except as specifically modified by this Agreement, to:

- (1) Determine matters of inherent managerial policy which includes the areas of discretion or policy such as functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the Employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public Employer as a governmental unit.

ARTICLE 8

PLEDGE AGAINST DISCRIMINATION AND COERCION

8.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, religion, national origin, handicap, political affiliation and involvement or noninvolvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

8.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

8.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union membership.

8.4 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without unlawful discrimination, interference, restraint or coercion.

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

ARTICLE 9

CORRECTIVE ACTION

9.1 No employee shall be disciplined except for just cause. Except in instances where an employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

9.2 The employees shall be entitled to a hearing prior to the imposition of any a suspension, demotion or termination; however every attempt shall be made to resolve an infraction of rules and regulations in an informal manner between the employee, the Union and

the employer. The employees may specifically waive subject hearing in writing with a copy to the Employer and the Union.

The employee shall be provided with a copy of all pertinent records and the right to file a written response to the charges. A copy of the decision shall be provided to the employee and the Union.

9.3 The Employer shall be relieved from holding a hearing prior any disciplinary action if the employee is charged with dishonesty, being under the influence of, or the use of alcohol or illegal drugs, the selling or offering for sale of illegal drugs, physical violence, offenses including immoral conduct, gross insubordination or for behavior that presents an immediate danger to the safety of other employees. The Employer agrees not to discharge or suspend an employee without pay, without first offering the employee an opportunity for a hearing. This hearing is to be held between the Employer, the employee, and the Union Representatives. When an employee is suspended prior to a hearing, the president of the Union shall be notified immediately and a hearing before the City Manager or his designee shall be held prior to the end of the fifth (5th) regularly scheduled work day, unless otherwise agreed between the employee, the City and the Union. An employee shall not suffer a loss of pay prior to the decision of the hearing officer.

9.4 If an impasse is reached under Section 9.2 above, the employee's supervisor or the supervisory person preferring the charges shall reduce the charges to writing, stating the violation and giving the specifics of the offense and shall serve copies on the Employer, Employee the Union and the City Manager or his designee. Charges shall be brought within a reasonable time of the City's knowledge of the infraction.

9.5 A hearing shall be held by the City Manager or his designee on a date and at a time mutually agreed upon between the City and the Union no more than five (5) work days after the charges have been served on the employee and the Union. In the event the hearing cannot be held because of the authorized absence of the employee from work for any demonstrable reason, then the hearing shall be held within three (3) workdays after the return of the employee. The employee shall have the right to be represented at such hearing by the Union or by anyone the employee chooses. If the employee chooses to be represented by someone other than a Union representative, this election must be in writing and the Union shall have the right to be present during the hearing. The City Manager or his designee shall hear the evidence in support of and in defense of the charges and shall endeavor to ascertain the truth. The City Manager or his designee shall report his findings to the Union and the employee within five (5) workdays. When necessary, the findings of City Manager or his designee will be sent by certified mail or personal delivery.

9.6 If the City Manager or his designee finds the charges are sustained by sufficient evidence, he shall include in his report to the employee and Union his decision of the proper disciplinary action. If the employee consents to it in writing it shall be final.

If the recommended disciplinary action is a reprimand, it need not be consented to, but shall be placed in the employee's personnel file and the employee shall be served a copy of the reprimand. If, after eighteen (18) months, there is no further disciplinary action against the employee, it shall cease to have force and effect. However, if there is intervening discipline, the previous reprimand shall remain active for an additional like period (i.e. 18 months) and shall continue to be subject to further extension in accordance with the terms of this Article.

If, as a result of the hearing, the City Manager or his designee suspends, demotes or dismisses the employee, the Union may follow the Grievance Procedure, Step IV or V.

9.7 Any bargaining unit member shall have the right to inspect their personnel file, except material which may not be disclosed in accordance with Chapter 149.43 (Ohio Public Records Act) of the Ohio Revised Code, upon request during normal business hours, Monday through Friday (except holidays). The member has the right to provide written authorization in accordance with Chapter 1347 of the Ohio Revised Code for their bargaining agent representative to act for the member in requesting such access to the personnel file and in reviewing said file. The City will request the name of any person requesting to inspect a member's file and will note the date of the request for review along with the name of the person inspecting the file if the name is available. There shall be only one official personnel file for an employee, which shall be kept at a location designated by the City Manager.

9.8 Employees who would like disciplinary records that have ceased to have force and effect removed from their personnel file shall file a written request for removal on the proper records retention form. The removal of any documentation from the personnel file will be undertaken as authorized by and in accordance with the City's records retention policy and Ohio state law.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

10.2 The term "grievance" shall be defined as any unresolved question or dispute regarding wages, hours, terms and conditions of employment of bargaining unit members, including but not limited to unresolved questions or disputes concerning the interpretation or application of this Agreement.

10.3 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any step of the grievance procedure may be eliminated and any time limit set may be extended, in writing, if mutually agreeable to the parties concerned.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member shall process the grievance.

The term "day" as used in this Section means work day and shall not include Saturday, Sunday or any holiday.

Written grievances must contain the following information and must be filed on the agreed to Grievance Form. (See Appendix B)

- (1) Aggrieved employee's name and signature
- (2) Aggrieved employee's classification
- (3) Date grievance was first discussed
- (4) Date grievance was filed in writing
- (5) Name of supervisor with whom grievance was discussed
- (6) Date and time grievance occurred
- (7) Where grievance occurred
- (8) Description of incident giving rise to the grievance
- (9) Articles and Sections of Agreement violated
- (10) Resolutions requested

All written answers must contain the following information:

- (1) Date grievance is received at each Step
- (2) The date of the answer
- (3) Name and title of person giving answer
- (4) The reason for denying grievance
- (5) Articles and sections of Agreement relied upon by management for their answer, if applicable

10.4 The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration:

STEP I. Within ten (10) days after the occurrence of a grievance, or the employee's knowledge of its occurrence, exercising reasonable diligence, the aggrieved employee shall present his grievance to his immediate supervisor.

STEP II. If no satisfactory settlement is reached by Step I within three (3) days after submission, the grievance shall be reduced to writing and submitted to the Department Head in which the grievance occurred. The Department Head shall answer the grievance in writing within three (3) days.

STEP III. If the grievance still remains unadjusted, it shall be presented to the City Manager and/or his designated representative within five (5) days after the response of the Division head is due. The City Manager and/or his designated representative shall respond in writing within three (3) days. At this step of the grievance procedure either party may request a hearing to discuss the grievance. Said hearing will be scheduled within two days and can be cancelled by mutual consent. If a hearing is held, the City Manager or his designee shall have an additional two (2) days from the date of the hearing to respond to the grievance in writing.

STEP IV. With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a

grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the make up of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

STEP V. ARBITRATION - Should any grievance remain unsettled after exhausting the aforementioned procedure, the Union shall, if they desire, demand arbitration within five (5) days after failing to settle the grievance as outlined in Step III. The arbitrator shall be appointed by mutual consent of the parties from the following arbitrators:

Patricia Bittel
Howard Silver
Rob Stein
William Lewis

The parties shall utilize these arbitrators on a rotating basis. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, or add to or eliminate any of the provisions of this contract. In the case of a discharge or disciplinary layoff grievance the arbitrator shall have the power to return a grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts. Expenses incident to the services of the arbitrator shall be borne equally by the parties.

At any time after a grievance is submitted to arbitration, either party may request a pre-arbitration conference. This meeting shall be held within ten (10) working days of the request.

10.5 In the event that the City fails to process a grievance within the time required at any step of the grievance procedure, the Union may advance to the next step. The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time limits to lapse.

10.6 In the presentation of a grievance, at any step, the employee may be represented by any person he designates. All grievances must be filed through the Union. Union representatives shall have the right to be present at any meetings regarding any grievance for the purpose of assuring that any adjudication of a grievance is in compliance with the contract.

ARTICLE 11

LABOR/MANAGEMENT MEETINGS

11.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the City Manager and/or his designee shall meet with three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives of the City and the Union may participate in the meetings if mutually agreeable.

11.2 An agenda will be furnished by the parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- (1) Discuss the administration of this Agreement.
- (2) Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- (3) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- (4) Disseminate general information of interest to the parties.
- (5) Discuss ways to increase productivity and improve efficiency.
- (6) To consider and discuss health and safety matters relating to employees.

11.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 12

BULLETIN BOARDS

12.1 Employer agrees to furnish bulletin boards in each location.

12.2 All Union notices which appear on the bulletin boards shall be posted and removed by Union officials in the bargaining unit and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- (1) Union recreational and social affairs;

- (2) Notice of Union meetings;
- (3) Union appointments;
- (4) Notice of Union elections;
- (5) Results of Union elections;
- (6) Reports of non-political standing committees and independent non-political arms of the Union;
- (7) Regular Union publications not in conflict with 12.3.

12.3 All other notices of any kind not covered 1 through 7 above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- (1) Personal attacks upon any other member or any other employee;
- (2) Scandalous, scurrilous or derogatory attacks upon the administration, or City officials;
- (3) Attacks on and/or favorable comments regarding a candidate for City of Sandusky public office, Union office, or for office in another employee organization of the Employer.

ARTICLE 13

PROMOTIONS

13.1 When a vacancy occurs or a new job is created, a bid notice shall be posted in the work group in which the vacancy occurred. For purposes of this contract a work group shall be defined as the group of employees who are named on the overtime list which includes the position in question. The bid notice shall contain:

- (1) The job classification title;
- (2) The desired qualifications for the job;
- (3) The rate of pay for the classification;
- (4) The division work unit; and
- (5) A brief description of the duties to be performed.

This notice shall remain posted for three (3) workdays with a copy provided to the Union as of the day of the posting. If at the end of the posting period there are no bidders from within the work group, then the posting shall be made in all departments within the City the following day and shall remain posted for three (3) work days. If, at the end of this posting period there are no bidders, the City may hire from an outside source to fill the job.

For the purpose of this Section, Saturdays, Sundays and Holidays shall not be considered workdays. The Union shall be notified in writing of the successful bidder. If the Employer does not plan to fill the vacancy, the Union shall be notified in writing.

13.2 It is the policy of the Employer to fill all vacancies for jobs within the bargaining unit from within insofar as is practicable if qualified applicants exist. A combination of the following criteria will be utilized by the Employer to determine whether a bidder (s) for a position is qualified to perform the functions of the position:

- (1) Seniority

- a. work group
- b. within the City
- (2) Work experience
 - a. work group
 - b. within the City
 - c. outside
- (3) Education
 - a. related course work
 - b. related training
 - c. other course
- (4) Additional skills and abilities
- (5) Interview of applicants
- (6) Job performance

If there is only one qualified bidder he/she shall be awarded the position. If there is more than one bidder who is determined to be qualified for the vacant position the position shall be awarded to the most qualified bidder as determined by the utilization of a combination of the criteria set forth in sections 1 through 6 above. In the event that there are equally qualified bidders for a position, then the position will be awarded to the bidder with the most seniority first within the work group and then within the City.

In the event the most senior bidder for a position is not selected he/she shall have the right to submit a written request for an explanation of the reason(s) why he/she was not selected. The City shall provide a written response to a request for explanation within fourteen (14) days of its receipt and shall provide a copy of the response to the employee and the Union.

13.3 A person accepting a bid position must remain on that job and will not be accepted for another bid position for a period of twelve (12) months, unless the employee is the only qualified bidder within the City and has not been the successful bidder on more than 2 positions in the thirty-six (36) month period preceding the date of the bid posting. The only exception to this is if a new job is created or if an employee bids a position during the bump procedure. The City may appoint, on a temporary basis, not to exceed the time limits above, an employee to fill the vacancy until a permanent replacement can be made using the above procedure.

13.4 When an employee successfully bids into an equal or higher pay range position, he or she shall earn a rate of pay at least equal to that of the position from which he or she moved.

13.5 Within four hundred eighty (480) work hours of bidding into and being assigned another job, the employee may request a return to his or her old job or a supervisor may direct his return. If the return is at the employee's request, the employee may not be considered for another bid for a period of twelve (12) months, unless the employee is the only qualified bidder within the City and has not been the successful bidder on more than 2 positions in the thirty-six (36) month period preceding the date of the bid posting.

13.6 All subsequent vacancies created as a result of the bid procedure shall be filled in compliance with the above bid procedure.

13.7 The Union will be provided with current job descriptions/qualifications. If the City desires to change job qualifications, it will discuss the proposed change with AFSCME before implementing it. If no agreement is reached, the City may implement the change but

AFSCME may grieve it at Step 5 of the Grievance Procedure.

13.8 In the event that any employee in the Union is promoted into a management position he/she shall serve a six-month probationary period. During this probationary period, his/her Union position may be temporarily filled with an acting position at acting position pay. At six-months (or sooner) the employee may choose to return to his/her original position with only a loss of seniority for the period of time they are out of the Union. If the probationary period of the employee is extended beyond six-months, that employee's only option in returning to the union would be at the lowest available position within the bargaining unit and the employee would retain none of his/her previous Union seniority. Job bids would be noted to explain "acting" positions and "bump back" rights of the employees.

13.9 Employees who are otherwise qualified for a position requiring a commercial driver's license and who, at the time they are the successful bidder for the position, do not possess a commercial driver's license, shall not be disqualified from the position on that basis but shall be required to obtain a commercial driver's license within four hundred eighty (480) working hours of commencing the position.

ARTICLE 14

VOLUNTARY DEMOTIONS

14.1 A voluntary demotion is defined as moving from a position in one classification to a position in another classification with lower pay. A voluntary demotion may be requested by an employee through the bid procedure, and shall be treated accordingly. However, any employee receiving a voluntary demotion will be paid at the rate established for the position on which he bid, and may not be considered for another position for period of twelve (12) months from the effective date of the demotion, unless the employee is the only qualified bidder within the City, and has not been the successful bidder on more than two (2) positions in the thirty-six (36) month period preceding the date of the bid posting.

ARTICLE 15

SENIORITY

15.1 In order to give recognition of the service of employees to the City, the following definitions and procedures shall be observed:

(1) CITY-WIDE SENIORITY shall be defined as the length of continuous service from the date of original employment with the City.

(2) Continuous service shall only be interrupted by the severance of the employee from the City. (i.e. Retirement, resignation or termination.)

(3) WORK GROUP SENIORITY shall be defined as the length of continuous service within a work group. For purposes of this contract a work group shall be defined as the group of employees on the overtime list which includes the position in question.

(4) CLASSIFICATION SENIORITY shall be defined as the length of continuous service of an employee within a classification and within the work group and shall only be interrupted when an employee is no longer working in the classification within the work group.

15.2 Probationary employees shall not have their names placed on the seniority lists until they have completed their probationary period at which time their seniority shall start with the date of their original appointment.

15.3 Seniority shall continue to accumulate and shall only be interrupted as provided in this contract.

15.4 Only employees covered by this contract shall have seniority rights under this contract.

15.5 For purposes of seniority, the incumbents in the Building Inspector, Electrical Inspector and Plumbing Inspector shall be considered to have the seniority equal to their total number of years employed by the City of Sandusky.

ARTICLE 16

LAY OFFS AND RECALL PROCEDURES

16.1 When it becomes necessary, through lack of work or funds to reduce the number of City employees, emergency, temporary, seasonal, part-time and probationary employees in the affected classification(s) shall be laid off first, in that order within the division(s) in which layoffs occur.

Permanent employees in the affected classifications shall be laid off next by division, with the employees having the least seniority as defined in Article 15 laid off first within the affected classification(s) in the division. It is understood, however, that laid off permanent employees may request to be transferred to other divisions to replace less senior employees, provided they are able to presently and competently perform the work required.

16.2 The names of permanent employees who have been laid off shall be put on an appropriate call-back list according to their seniority. The employees with the most seniority shall be called back first when job vacancies are to be filled or when funds or work are available. Employees shall be rehired from layoff in the reverse order from which they were laid off, before any new employees are hired. If a vacancy exists in a division other than an employee's regular division, call-back shall be bargaining unit wide. However, laid off employees shall retain prior right of call-back to a vacancy existing in his home division. Should an employee be called back to a division other than his regular division, he shall not be entitled to the seniority benefits set forth in paragraph above until he has worked six (6) months in said other than regular division. If at any time during said six (6) calendar months an employee shall refuse a call-back to his regular division, he shall forfeit his prior seniority rights in that division, and his division seniority rights shall begin to be computed as of the first day of employment with his newly elected home

department division. In all cases, an employee must be qualified and competently be able to perform the work required.

Individuals on the recall list must maintain a current address with the City so they can be contacted for recall. Individuals must notify the City of their intent to exercise recall rights within five (5) working days of being notified by the City. Individuals accepting recall under this section must return to work within fourteen (14) days of exercising recall rights unless other arrangements have been made.

An individual who declines to exercise his/her recall rights shall forfeit any further right to be recalled and will be removed from the recall list.

16.3 Any challenges to layoffs may only be filed pursuant to Article 10 of this agreement.

16.4 Rules on Work Force Reduction:

- (1) In reducing the work force with respect to filling funded vacancies and exercising bumping rights, employees shall be limited to positions recognized by this Agreement.
- (2) Seniority for the purpose of implementing reductions in staff is defined by Article 15 of this agreement.

If two or more employees have the same seniority date, the resolution of such ties shall be accomplished by the affected employees randomly drawing lots with each lot being assigned a number. The order of seniority will then be determined by the order which the numbers are drawn by the participants with the lowest number being equated with the highest seniority.

- (3) A permanent employee whose position is being eliminated shall have the option, based on seniority, of either filling any existing funded vacancy within the recognized positions for which he/she is qualified or exercising the bumping privilege enumerated in Procedure 16.5 (2) below.
- (4) Employees shall exercise their bumping rights starting with the most senior employees who shall be allowed to displace any less senior employee, up to a number equal to the number of affected employees within the affected class.
- (5) An employee, who selects not to bump in his classification will have the opportunity to bump the least senior employee in a classification the employee is qualified to perform and is at employee's present salary range or lower.
- (6) An employee will be allowed to be placed in a position which is funded and vacant, but in a higher salary range than his/her present position, if he/she is determined to be qualified.

- (7) An employee bumping into another position shall serve a thirty (30) work day probationary period during which he or she may be removed if they cannot perform the job. In the event of such a probationary removal, the employee shall retain bumping prerogatives as to other positions as guaranteed under this contract.

16.5 Procedures on Work Force Reduction:

- (1) Permanent employees, with the least amount of seniority, finally scheduled for termination shall have the right to displace any temporary employee within the recognized positions irrespective of said temporary employee's classification, or any seasonal employee working for the City of Sandusky, provided they have the ability and are qualified to perform the duties of the classification.
- (2) During the process the Union shall be entitled to have representation. An employee who disagrees with the determination of qualifications will be allowed to file a grievance.

16.6 The names of permanent employees who have been laid off shall be put on an appropriate recall list according to seniority. The employee with the most seniority shall be recalled first when the job vacancies are to be filled or when funds and work are available. Employees shall be recalled from layoff in reverse order, before any new employees are hired. In all cases, an employee must be qualified and capable of performing the work required.

16.7 The Local President, Vice-President, Secretary, Treasurer and Chief Steward shall have top seniority for purposes of layoff, bumping and recall.

16.8 Employees shall remain on the recall list for two (2) years from the date of this layoff or displacement.

16.9 Employees who have been laid off for more than two (2) years who apply for a position may be given preferential consideration in the hiring process.

ARTICLE 17

WORK SCHEDULES AND OVERTIME FOR NON 24- HOUR OPERATIONS

17.1 The normal work schedule for full-time employees in the bargaining unit shall be forty (40) hours per week. The workweek shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight on Saturday, except for those employees who work on shifts as Police Dispatchers or as Water Treatment or Wastewater Treatment Plant employees. For those employees the workweek shall begin with the first shift of the first day of the calendar week and shall end with the last shift begun on the last day of that calendar week.

17.2 An employee who is assigned to work a straight eight (8) hour shift shall receive a one-half (1/2) hour paid lunch each day.

All field employees shall receive a one (1) hour unpaid lunch each day. The workday for field employees shall begin at 7:00 a.m. and end at 4:00 p.m. The lunch period and/or work schedules may be modified upon the mutual agreement of the Union and the employer, except in emergency situations.

17.3 Each employee may take one fifteen (15) minute paid rest period during the first half of the work day and one fifteen (15) minute paid rest period during the second half of the work day. An employee who works ten (10) hours or more may take a fifteen (15) minute rest period during each two (2) hours of overtime.

Rest periods shall be as presently scheduled by the Employer, except in emergency situations the Employer may change the schedule for the duration of the emergency.

17.4 When an employee is required by the Employer to be in active pay status for more than the hours scheduled for work in one day or more than forty (40) hours in any calendar week, he/she shall be compensated for such time, at one and one-half (1-1/2) times his/her regular rate of pay.

When the employee and the Employer have agreed to an alternate work schedule the employee shall be entitled to overtime for hours worked in excess of the agreed to alternate work schedule in any one day or more than forty (40) hours in any calendar week, he/she shall be compensated for such time at one and one-half (1-1/2) times his/her regular pay.

When an employee works overtime on a Sunday, a vacation day that was scheduled at least 48 hours prior to the overtime work, or on a holiday, he/she shall be compensated at two times his/her regular hourly rate of pay.

For employees whose regular workweek commences on, other than Monday for the purpose of this section, the day before the commencement of his/her regular workweek shall be considered to be Sunday. For employees assigned to 12-hour shifts, the consecutive scheduled days off shall be considered as follows for overtime purposes:

Saturday-Sunday

17.5 An employee may request to be compensated with compensatory time off in lieu of payment for overtime worked. Compensatory time off shall be at one and one-half (1-1/2) times the hours of overtime worked or twice the hours of overtime worked as appropriate.

Compensatory time shall be scheduled by the employee with the supervisor at a mutually agreeable time. Compensatory time shall not be unreasonably withheld, but will not be scheduled if the compensatory time results in an undue disruption of the operation of the work group or division.

Compensatory time off may be accumulated throughout the calendar year. Employees desiring to have comp time paid out in the last pay period of the year must request the pay out in writing on or before November 15 of the affected year. Accumulated Comp time hours must be used by April 1 of the year following the calendar year in which the hours were accumulated, and if not used by April 1, then the accumulated hours in excess of twenty-four (24) hours will be paid out in cash in the 8th pay period of the year at the pay rate at which the hours were earned. Employees may carry over twenty-four (24) hours of comp time to the next year.

Compensatory time may be scheduled in any increments approved by the supervisor and may be taken in conjunction with vacation time.

Compensatory time shall be scheduled on a first-come, first-served basis. In the event more than one employee has requested comp time off for the same period, seniority rights shall prevail.

17.6 Employees who volunteer for changed work schedules shall have first preference for related available overtime. Such overtime hours worked shall not be added to the regularly overtime rotation lists. Available overtime hours related to employees assigned to changed work schedules shall be rotated in accordance with the provisions of Section 17.8.

17.7 Overtime may not be pyramided.

17.8 Work group seniority shall be considered in determining overtime distribution in accordance with the following rules:

- (1) Whenever the Employer determines that overtime is necessary, such overtime shall be distributed evenly among the qualified bargaining unit employees within the work group where the overtime opportunity occurs. A work group seniority rotating overtime list shall be established for each work group according to each employee's work group seniority. The list shall show the work group seniority date of each employee, the amount of earned overtime and if an employee refused overtime, the amount of overtime the employee would have earned if the employee had worked the overtime. Whenever overtime work becomes available, it shall be offered to the qualified employee(s) with the least amount of earned overtime.

If all employees refuse overtime, and because of an emergency, overtime work is necessary, qualified employees may be assigned overtime. Employees with the least amount of seniority shall be assigned the work and the earned overtime of this work shall not be credited to the employee that worked.

In the event that the Employer has attempted to contact the employee between the hours of 11:00 p.m. and 7:00 a.m. and received no response, the employee shall be charged three (3) hours of overtime, for purposes

of equalization, beginning with the second day in any calendar month, on which the employer attempted to contact the employee between the hours of 11:00 p.m. and 7:00 a.m. and received no response.

Employees who are off work on sick or injury leave are not eligible for overtime and will not have the overtime hours charged to their account for failure to report. Once an employee returns from sick leave or injury leave and has worked a full shift they shall be returned to the overtime list and will be subject to the terms of this Section 17.8.

- (2) The supervisor of the particular work group performing overtime work shall maintain current records which shall be posted on the work group bulletin board.
- (3) Overtime records shall be established by job classifications in the order of the employee's seniority within class within the department work group. Additional information incorporated in overtime records shall include, but not be limited to, the following:
 - a. The employee's starting date in his present job classification with the department;
 - b. Overtime hours worked and dates of such overtime;
 - c. The date and number of overtime hours offered but not worked, and for the purpose of overtime records, this shall be considered overtime worked;
 - d. Accumulated overtime totals to date.
- (4) New employees in the classification shall immediately be credited with the average number of overtime hours already worked by other employees within the particular job classifications. Initial (new hires) shall not be added to the overtime list, and are not eligible for overtime unless all employees of the work group have been offered the overtime first. After ninety (90) work days the new hire shall be credited with the average amount of overtime hours already worked by other employees within the particular job classification.

17.9 Established starting times may be changed and shifts may be split or changed to meet manpower needs.

- (1) If an employee is, for example, regularly scheduled to start work at 7:00 a.m. and then assigned to work snow emergency, he shall have the option of completing his regularly scheduled work shift. If he elects not to complete his regular shift, he shall not be paid for hours not worked, but shall be deemed to have worked them for the purpose of entitlement to overtime pay (that is, those hours not worked for the purpose of determining entitlement to overtime pay).
- (2) It is understood that, in winter emergencies, employees in other departments may be called in if manpower needs are not met by overtime hours worked by Street Department employees. It is further understood that the City will have up to sixteen (16) hours leeway in meeting

overtime equalization requirements in connection with snow emergencies.

17.10 The following is the twelve (12) hour shift operation procedure that shall be utilized in the Departments of Water Filtration and Water Pollution Control.

1. An employee shall not work more than sixteen (16) consecutive hours within a twenty-four (24) hour period unless an emergency/calamity situation, which dictates the employee, remains until a relief worker has reported. Under normal operating conditions an employee may not work more than 16 hours in any twenty-four (24) hour period.
2. The workweek for twelve (12) hour shift employees will commence with the first shift worked on Thursday and end the following Wednesday with the last shift.
3. The normal working day for the twelve (12) hour dayshift employees shall Commence at 7:00 a.m. and end at 7:00 p.m. The normal working day for the twelve (12) hour nightshift employees shall commence at 7:00 p.m. and end the following day at 7:00 a.m. A nightshift employee who reports to work at 7:00 p.m. Monday evening and works the twelve (12) hour shift until Tuesday morning at 7:00 a.m., he/she will have completed a four (4) hour workday for Monday (7:00 p.m.-11:00 p.m.) and an eight (8) hour workday for Tuesday (11 p.m. Monday – 7:00 a.m. Tuesday).
4. For twelve (12) hour dayshift employees working under the 36/44-hour two (2) week Schedule, the incorporated eight (8) hour “short shift” will commence at 3:00 p.m. and end at 11:00 p.m. on Friday. For twelve (12) hour nightshift employees working under the 36/44-hour two (2) week schedule, the eight (8) hour “short shift” will commence at 11:00 p.m. Friday night and end at 7:00 a.m. Saturday morning.
5. With the agreed to alternate work schedule the employee shall be entitled to overtime for hours worked in excess of the agreed to alternate work schedule in any one (1) day or two (2) week pay period, or any current State and/or Federal labor laws, he/she shall be compensated for such time at one and a half (1-1/2) times his/her regular pay.
6. To achieve the two double-time opportunities within each pay period, these two days shall be the Saturday and Sunday on the twelve (12) hour shift employee’s weekend off.
7. Twelve (12) hour shift employees will be entitled to three (3) fifteen (15) minute breaks and one thirty (30) minute paid lunch. For twelve (12) hour shift employees working on the eight hour “short shift”, he/she shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute paid lunch.
8. Twelve (12) hour shift employees will earn time and a half (1-1/2) for twelve (12) regularly scheduled working hours on a City recognized full

holiday and time and a half (1-1/2) for six (6) regularly scheduled working hours on a City recognized half-holiday. This premium pay is in addition to the eight hours of holiday pay benefit hours.

ARTICLE 18

CALL BACK PAY

18.1 Employees shall receive a minimum of three (3) hours premium pay for emergency call-back overtime and for call in overtime as defined in Section 18.2. When an employee completes the emergency overtime request in less than three (3) hours and becomes available for another overtime assignment, not within the employee permanent classification, said employee shall be paid the three (3) hours overtime guarantee for the initial overtime, plus any additional hours in the alternate assignment.

An employee working outside his/her classification contiguous to their shift who is then requested to work within his or her classification shall be paid for the actual time worked contiguous to their shift and, in addition shall be paid for not less than the minimum three (3) hour premium, for the new assignment.

18.2 Call-back overtime is defined as overtime not attached to a regular tour of duty or to a scheduled overtime. Call in overtime is defined as that overtime which results from being called in to work prior to the employee's normally scheduled starting time.

ARTICLE 19

BARGAINING UNIT WORK

19.1 The Employer shall not assign duties to supervisors nor shall supervisors perform such duties that would properly fall within a classification in the bargaining unit, rather than in a supervisory classification, except in unavoidable situations.

19.2 Furthermore, supervisors shall not perform the duties of a bargaining unit employee solely to deprive the employee of overtime.

19.3 These prohibitions do not apply where there are not employees available to perform the work.

ARTICLE 20

WORK OUT OF CLASSIFICATION

20.1 While an employee may work in another classification if assigned to do so, the City may not require the employee to accept the assignment. This shall not be construed as permitting an employee to refuse to perform duties related to his/her classification.

20.2 An employee who accepts an assignment to a higher classification will be paid at the rate of pay for his/her normal classification. In cases where an employee is required to work

in a higher classification for a period in excess of fifteen (15) work days then he/she will be compensated with up to an additional Two Dollars (\$2.00) per hour which will be added to the employee' hourly rate. The additional pay shall become effective on the first day of the first payroll after the expiration of the fifteen (15) work day period. In no event will the employee's hourly rate exceed the hourly rate that the incumbent was receiving for the position.

ARTICLE 21
SUBCONTRACTING

21.1 The Employer shall not during the life of this Agreement, subcontract work that results in the layoff or reduction of regular hours of any employee in the bargaining unit.

This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by employees in the bargaining unit.

Grievances over whether the subcontracting violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 22
VACATIONS

22.1 All employees in the bargaining unit shall be entitled to annual vacation with pay in accordance with the following schedule:

TOTAL SERVICE	EARNED VACATION
1 - 5 years	2 weeks
6 - 11 years	3 weeks
12 - 17 years	4 weeks
18 or more years	5 weeks

Employees with twenty-five (25) years or more of total service credit with the State of Ohio or any of its political subdivisions and who are at least forty-eight (48) years of age shall receive an additional one (1) week of vacation leave. Years of total service credit shall be defined as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, years of total service credit shall include all service with the State of Ohio and/or any Ohio political subdivision.

- Up to two (2) weeks of vacation may be taken in pay at the option of the employee. If the employee chooses to sell back the vacation, it must be sold back in increments of one (1) week.

22.2 Vacation as set forth in Section 22.1 shall only be earned on the employee's anniversary date. Employees shall be allowed to take vacation only in the year following the anniversary date on which the vacation was earned.

22.3 Vacation pay shall be calculated and paid at the employee's regular rate of pay at the time the employee takes his vacation.

22.4 For purposes of this Section, continuous service shall be interrupted only by severance. However, an employee's being on no pay status for more than thirty (30) days shall result in the employee's vacation being prorated by reducing his vacation credits by one-twelfth (1/12) for each thirty (30) days or fraction thereof, during which the employee was in no pay status beyond the first thirty (30) days.

22.5 Total Years of Service shall be defined as service with the City of Sandusky for persons hired on or after January 1, 1990. For persons hired prior to January 1, 1990, Total Years of Service shall include all Ohio governmental service.

ARTICLE 23

HOLIDAYS

23.1 Each employee, except those whose failure to work would impair the public service or safety, shall be entitled to the following holidays:

- (1) New Year's Day (the first day of January)
- (2) Martin Luther King, Jr. Day (the third Monday in January)
- (3) Washington/Lincoln Day (the third Monday in February)
- (4) One half of the day known as Good Friday (Friday preceding Easter)
- (5) Memorial Day (the last Monday in May)
- (6) Independence Day (the fourth day of July)
- (7) Labor Day (the first Monday in September)
- (8) Columbus Day (the second Monday in October)
- (9) Veteran's Day (11th day of November)
- (10) Thanksgiving Day (the fourth Thursday in November)
- (11) Day after Thanksgiving
- (12) Day known as Christmas Eve (the 24th day of December)
- (13) Christmas Day (the 25th day of December)
- (14) One half (1/2) of the day known as New Year's Eve (the 31st day of December)
- (15) Eight (8) hours of floating holiday

23.2 In the event any of the aforesaid holidays shall fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the holidays shall fall on Sunday, the Monday following shall be observed as the holiday. For those employees on shifts scheduled in continuous operations (i.e. police dispatcher, water treatment and waste water treatment) the actual day of the holiday shall be the observed day. The employee shall be entitled to holiday pay for holidays observed on the employee's day off regardless of the day of the week on which they are observed, but under no circumstances shall the employee be compensated at the holiday rate twice for the same holiday.

23.3 If the employee's regular schedule is other than Monday through Friday, or if in the opinion of the City Manager his failure to work on any holiday would impair the public service or safety, he shall, at the discretion of the City Manager, be given equivalent time off at a time mutually convenient to the employee and the City, or he shall be paid an extra day's

pay for each such holiday he is unable to take off. Provided work performed on designated holidays by plant shift employees and Police Dispatchers shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate, or at the discretion of the City Manager, as provided above, with an equivalent amount of compensatory time off. An employee not in the division of Police or Fire, whose work schedule is other than Monday through Friday and whose failure to work on any designated holiday would impair the public service or safety, in the opinion of the City Manager, shall be paid a bonus of one-half (1/2) times in addition to his or her regular pay for working on the holiday, unless otherwise modified by mutual agreement of the parties in relation to the 1040/2080 plan set forth in Article 17.10.

23.4 To determine the regular hourly rate of pay, an employee's regular monthly rate of pay shall be multiplied by 12 and the result divided by 2080.

23.5 In order to receive holiday pay, an employee must be in active pay status on his regularly scheduled work day before and his regularly scheduled work day after the day on which the holiday is observed.

ARTICLE 24

SICK LEAVE

24.1 Each employee shall be entitled to sick leave earned at the rate hereinafter set forth. Each such employee may use sick leave, upon approval of the head of his or her division or department, for absence due to illness, injury, exposure to contagious disease, which could be communicated to other employees, and to illness or death in the full-time employee's immediate family. The term "immediate family" is defined as the employee's spouse, child, and stepchild residing with the employee or foster child residing with the employee, or parent, but not parent-in-law. The employee shall call in no later than fifteen (15) minutes prior to the start of a scheduled workday if sick leave is going to be requested.

Unused sick leave shall be cumulative up to the limits hereinafter set forth. Employees may be required to furnish satisfactory proof including a physician's certificate to the effect that absence resulted from one of the causes enumerated in this section. In any event, if more than two (2) consecutive work days of sick leave is to be used, the employee must provide a doctors notice.

24.2 For an employee who works on the basis of eight (8) hours per day, five (5) days per week, and forty (40) hours per week, sick leave shall be earned at the rate of five (5) hours per payroll. Sick leave may be credited each payroll period, but shall be credited at the monthly rate. Sick leave shall be debited by the hours as used. For an employee who works on a basis other than that of eight (8) hours per day, five (5) days per week, and forty (40) hours per week, sick leave shall be earned, accumulated, and debited so that equity among all employees as to sick leave shall be preserved.

24.3 Employees shall be entitled to accumulate an unlimited number of sick days earned at the rate of five (5) hours per payroll.

24.4 A City employee, at the time of retirement from active service with the City, and with ten (10) or more years of service with the City, or with the State, or any of its political

subdivisions, is to be paid in cash in accordance with the following schedule:

- Employees with less than 1000 hours of accrued but unused sick leave will receive 25% of the accumulated hours.
- Employees with more than 1000 hours of accrued but unused sick leave but less than 1500 hours will receive 30% of the total accumulated hours.
- Employees with more than 1500 hours but less than 2200 hours of accrued but unused sick leave will receive 35% of the total accumulated hours.
- Employees with than 2200 or more hours of accrued but unused sick leave will receive 45% of the total accumulated hours.

Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

This program will replace all other existing sick leave reduction incentives in the contract.

24.5 When a City employee dies while in the active service of the City, the same cash bonus shall be paid to his or her estate. No length of service required in the case of death.

24.6 Leave Donation Program Members of the bargaining unit may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave under the Personnel Policies or a current Labor Agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to non-work related serious illness or injury of the employee. Sick leave donation is limited to bargaining unit members.

(A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive donated sick leave:

- (1) Has a serious illness or injury;
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

(B) Members may donate sick leave if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight hours; and
- (3) Retains a sick leave balance of at least seven hundred (700)

hours.

(C) The sick leave donation program shall be administered on a pay period by pay period basis. Members using donated sick leave shall not be considered in active pay status and shall not accrue leave while receiving donated leave. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

(D) Members who wish to donate sick leave shall certify on a form provided by the City:

- (1) The name of the employee for whom the donated sick leave is intended;
- (2) The number of hours to be donated;
- (3) That the donating member will have a minimum sick leave balance of seven hundred (700) hours; and
- (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.

(E) No member shall be forced to donate sick leave. The City or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the City shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

(F) No employee may receive more than seven hundred (700) hours of donated sick leave during their employment with the City.

ARTICLE 25

PARENTAL LEAVE

FMLA

25.1 The Union and Employer agree to abide by the terms of the City's FMLA policy, which shall be readily available to bargaining unit members at their work site.

ARTICLE 26

LEAVE OF ABSENCE

26.1 Leaves of absence will be granted to employees under the current practice and in accordance with the City's policies. Such leaves of absence are to be CONFIDENTIAL at the City Manager level, to the extent practical and as allowed by law.

ARTICLE 27

COURT DUTY

27.1 Any full-time employee of the City, who is required to serve on the jury in any court of record, shall be paid his regular rate of pay during such periods. The employee shall remit to the City Finance Director whatever sum is paid to the employee as his compensation by the Court for services rendered. Remittance to the Finance Director shall be made by submitting an endorsed voucher from the Court. The City shall reimburse the employee for any mileage, if applicable, that has been paid.

27.2 The Employer shall grant leave without pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate, coroner or any other official or official group or commission as a plaintiff, defendant, or witness provided twenty-four (24) hour advance notice is given. The notice requirement may be waived by the Employer in case of an emergency. The employee may request to have the time deducted from his/her vacation, comp time or holiday time.

27.3 The Employer shall grant leave with pay to any employee for the period of time he/her is required to appear before a court, judge, magistrate, coroner, or any other official or official group or commission as a plaintiff, defendant or witness in all work related cases, except when the employee is bringing legal action against the City.

27.4 An employee who is required to appear before a judge, magistrate, coroner, police inquiry or any other official or official group or commission in the performance of his/her duties on a non scheduled work day, shall be compensated or receive time back at the premium rate, as determined by the City Manager, and/or his/her designee.

ARTICLE 28

MILITARY LEAVE

28.1 Each employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States is entitled to leave of absence from his duties without loss of pay for such time as he is in the military service on field training or active duty of periods not to exceed thirty-one (31) days in any one calendar year.

28.2 Compensation for such leaves of absence shall be calculated on the basis of the difference in money between his regular pay and military pay for such period.

ARTICLE 29

UNION LEAVE

29.1 In order to permit attendance as a delegate or an official representative of Local #1519, AFSCME to any International Convention, the City will grant a Leave of Absence without pay to not more than two (2) employees for a period not to exceed five (5) consecutive work

days, provided they can be released from duty without impairing the operation or functioning of the division or department of their employment.

29.2 In order to permit attendance as a delegate or as an official representative of Local #1519, AFSCME, to a state or district convention or meeting, or a Union or labor activity, or a meeting of mutual benefit to the Union and the City, the City will grant a Leave of Absence with pay, to not more than two (2) employees for a period not to exceed two (2) consecutive work days. Additional days may be granted with pay upon the approval of the City Manager.

29.3 The employees may use vacation, personal leave, or compensatory time on record in lieu of leave of absence without pay. Additional days without pay may be arranged if convenient to the City.

ARTICLE 30

FUNERAL LEAVE

30.1 An employee who must be absent from work due to a death in his immediate family in order to attend the funeral and do other necessary things occasioned by such death, shall be entitled to a leave of absence without loss of pay or sick leave as follows:

- (1) A maximum of four (4) work days, but limited to no more than two (2) work days after the day of the funeral, due to the death of a father, mother, spouse, child, grandparent, brother, sister, spouse's father, spouse's mother, grandchild, step-sibling, step-parent.
- (2) A maximum of two (2) work days, due to the death of brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or employee's spouse's grandparent.
- (3) Employees shall have time off to attend the funeral and/or wake of a co-worker, conditioned upon the City having a sufficient work force available to perform its essential functions during the time period involved.
- (4) A maximum of five (5) days if the funeral is held more than one hundred fifty (150) miles from Sandusky.
- (5) Applications for funeral leave shall be made through the department heads to the City Manager. The City Manager may require documentation and shall have the sole discretion as to whether or not funeral leave shall be granted. Such approval of funeral leave shall not be unreasonably withheld.
- (6) Additional necessary days may be charged against sick leave when approved by the City Manager.

ARTICLE 31

WAGES

See attached Appendix D

- 31.1 Effective January 1, 2013 -1.5% increase
- 31.2 Effective January 1, 2014 -1.5% increase
- 31.3 Effective January 1, 2015 -1.5% increase

The pay raises set forth in this contract shall be payable in and effective for the first payday of the designated year.

Employees who work a regular non-emergency shift that commences on or after 2:00 p.m. shall receive a shift premium of \$.10 an hour (afternoons). Employees who work the night shift of a regular non-emergency 12 hour schedule or whose regular non-emergency shift commences on or after 10:00 p.m. shall receive a shift premium of \$.20 per hour (nights). The amount shall be added to the employees hourly wage and paid as part of the biweekly payroll.

ARTICLE 32

EDUCATION BONUS (PREMIUM)

32.1 Each employee shall be entitled to additional compensation when plant operator certifications are required by the State of Ohio and or the City. The compensation shall be granted in the following fashion:

Class I Certification	\$300.00 per year
Class II Certification	\$400.00 per year
Class III Certification	\$500.00 per year

All classifications, which require a State license, which is not granted in progressive steps (i.e. Class I-III), shall be compensated \$100.00. In the event that the Classification requires more than one license that is not granted in progressive steps, the position shall be compensated an additional one hundred dollars (\$100.00) for each licensed secured up to a maximum of three hundred dollars (\$300.00).

32.2 For any other certifications or licenses required of an employee as a condition of employment by the State of Ohio and/or the City (with the exception of the Commercial Driver's License), each employee shall be entitled to one hundred dollars (\$100.00) per year per license, up to a maximum of five hundred dollars (\$500.00) per year, in addition to the bonuses or premiums provided for in Section 32.1.

32.3 The Education Bonus (premium) shall be paid in the 5th pay period of each year for the Class Certification listed above, and held on December 31 of the preceding year. Application for such additional compensation shall be presented to the City Manager. A copy of said certification shall constitute application and need not be presented more than once, unless

certification is upgraded and a copy of that certification shall be presented.

32.4 The Employer shall pay for an approved correspondence course or for the tuition to Basic Operating Training Course and Advanced Operator Training Course by the Operator Training Committee of Ohio for Wastewater Treatment or Water Treatment, for courses leading to certification. The Employee shall reimburse the Employer if the course is not completed.

32.5 Mileage shall be paid in accordance with Article 47 of this Agreement, reimbursement for travel to school providing the course is completed and for expenses incurred while taking the certification examination conducted by the State of Ohio. A sincere effort shall be made by all employees to utilize car pools for traveling.

32.6

A. The Employer shall pay for tuition cost and book fees incurred for job-related courses at fully accredited colleges or universities. Such course work must be approved as job related prior to enrolling by submitting a description of the course to the employer's department head and by securing the department head's concurrence.

B. The employee shall reimburse the Employer if such employee does not successfully complete the course by achieving a passing grade of C or better, or pass under a pass/fail system. Evidence of successful completion shall be submitted to the department, reimbursement shall take no longer than thirty (30) days after submission of evidence of successful completion of said course. In order to be eligible for reimbursement, the employee shall submit proof of successful completion of the said course within sixty (60) days of the issuance of the final grade. A copy of the City's reimbursement form is an attachment to this contract.

C. Non-accredited institutions shall be acceptable in the event the course work is job related and in the event there are no fully accredited institutions offering similar course work in the immediate geographic vicinity of Sandusky, Ohio. This will apply to trade schools also.

D. In the event that an Employee leaves employment with the City, for any reason other than full retirement, within three (3) years of the date of the City's payment for non-mandatory education, training and/or certification, the employee shall be required to reimburse the City for such cost upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is paid, the employee shall reimburse the City for 100% of the costs incurred; within two (2) years 75%; within three (3) years 50%. Reimbursable costs shall include tuition and books.

32.7 The City will pay for the fees related to obtaining a license required by the City for up to a maximum of two (2) attempts. The City will only pay for those fees directly related to the employee's attempt(s) to obtain the license. The City will pay for any renewal fees related to any license required by the City and/or the State of Ohio as a condition of the employee's employment. Employees attending such courses during their normal work schedule shall receive their normal rate of pay. Employees attending seminars or educational training during their non scheduled work time shall receive overtime for such hours, including travel time, hours in class, meal time and break time at premium rate. Compensatory time shall be scheduled off in accordance with departmental procedure.

ARTICLE 33

LONGEVITY

33.1 Each employee is eligible to receive longevity by payments in accordance with the following schedule after three (3) years of continuous service:

\$25.00 per year for each year of continuous service from 1 - 6 years.

\$35.00 per year for each year of continuous service from 7 - 12 years.

\$50.00 per year for each year of continuous service from 13 - 18 years.

\$65.00 per year for each year of continuous service 19 years and over.

Longevity payments shall be made in the 21st pay period of each year.

ARTICLE 34

UNIFORMS

34.1 The Employer will provide uniforms consisting of once a week delivery of five (5) changes of work uniforms. The uniforms will be provided to such employees as the City Manager may determine, but generally to employees whose work would require overalls or work uniforms. Each employee under this provision shall have eleven (11) uniforms. Every week, he or she will turn in five (5) dirty uniforms and receive five (5) clean uniforms. At the time of turn in, he or she will be wearing one (1), for a total of eleven (11). The employee may request fewer than eleven (11) uniforms, at the employee's option.

34.2 It is mandatory that complete uniforms be worn at all times the employee is on duty unless the employer grants permission otherwise. The Department Director can authorize change of uniform, i.e. shorts for summer.

ARTICLE 35

PAY DAY

35.1 Employees covered by this contract shall be paid every two (2) weeks. Payday shall be on Friday and employees shall receive their paychecks before the end of their workday on Friday no later than 12:00 p.m. on payday. All earned pay and/or wages shall be paid on the paycheck following the close of the pay period. The pay period shall end on the Wednesday of the week preceding payday. If payday falls on a holiday, the payday shall be the last workday before the holiday.

35.2 The City reserves the right to convert to a direct deposit system with a local bank,

and if implemented for administrative employees, union members will also be offered the same option.

ARTICLE 36

HEALTH AND LIFE INSURANCE PLAN

36.1 The City shall maintain the health and life insurance benefits in effect upon execution of this agreement for the duration of the agreement. A summary of the benefits is set forth in Appendix D. The plan will have a deductible of \$100 for single coverage and \$200 for family coverage. Once the deductible is reached, employees shall be responsible for a co-pay with the plan paying 90% and the employee paying 10% with a cap of \$250 for single coverage and \$500 for family coverage.

All doctor's visits will have a co-pay of Fifteen Dollars (\$15.00) and all prescription drugs will have a co-pay of \$5/\$15/\$25 for generic/brand/formulary. There shall be an emergency room co-pay of seventy-five dollars (\$75) that will be waived if the individual is admitted to the hospital. These co-pays will not count towards a deductible.

Effective January 1, 2013, all bargaining unit employees shall be required to pay a premium contribution of \$37 per bi-weekly pay period for family coverage and \$13 per bi-weekly pay period for single coverage.

Effective January 1, 2014, all bargaining unit employees shall be required to pay a premium contribution of seven percent (7%) not to exceed \$50 bi-weekly for family coverage and \$20 bi-weekly for single coverage.

Effective January 1, 2015, all bargaining unit employees shall be required to pay a premium contribution of seven percent (7%) not to exceed \$50 bi-weekly for family coverage and \$20 bi-weekly for single coverage.

Dental and Vision coverage will be provided as set forth in the attached plan summary.

The plan will continue provide life insurance coverage equal to the employees base salary up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00) per year.

Effective January 1, 2007, in addition to the benefits set forth in the attached exhibit, the City will continue to provide a Flexible Spending 125 Plan.

The Employee Health Benefit Committee will continue to be an advisory committee. The PPO selected by the Committee/City will include at least one local hospital facility.

36.2 An employee will be eligible to receive health insurance benefits the day following completion of thirty (30) days of employment. To be a covered employee, the employee must be in active status as of the first working day of the month. For this purpose absence from work due to a health factor is treated as active status. If an employee returns to active pay status before the end of the month, the employer portion of the health insurance premium that was paid by the employee shall be refunded.

ARTICLE 37

JOB RELATED DISABILITY LEAVE

37.1 Any employee unable to perform the substantial and material duties of his or her position of employment as a result of a job-related disability condition or injury shall be entitled to a leave of absence at his or her regular rate of pay for the duration of the period which he or she is medically certified as being unable to perform said duties up to a total period not to exceed twelve (12) months for each disability or for each series of related disabilities.

During any such period of disability leave, the Employer, in addition to paying the employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as a part of the employment relationship between the Employer and the employee. During any such period of disability leave the employee shall continue to earn seniority, pension credit, sick leave credit and vacation time. Uniforms or uniform allowance will not be provided.

At the time of the employee's application for disability leave, and at reasonable intervals throughout any period of disability leave, the Employer, at its discretion may require the employee to be examined by a physician or physicians of the Employer's choice, and the Employer shall have the right to disapprove and/or to terminate disability leave, and/or to require the employee to return to work from disability status at any time that the results of said examination or examinations indicate the current ability of the employee to perform the material duties of his or her position. If the employee's physician disagrees with said assessment, the employee shall be examined by a third qualified physician selected jointly by the employee and the Employer, and the opinion of said physician shall be conclusive as to the ability of the employee to return to work at that time.

In the event that at any time during a period of disability leave it is determined with reasonable medical certainty that the employee will be unable to return to the substantial and material duties of his or her position of employment at the conclusion of said disability leave the leave shall be terminated forthwith thereafter.

37.2 In cases in which as a result of the performance of his or her duties of employment hereunder an employee is exposed to a contagious disease, and to the extent that the reasonable expenses directly related to the diagnosis and treatment thereof are not covered by hospitalization and/or medical insurance coverage then available to the employee and/or Worker's Compensation benefits, the Employer will defray the same. The determination as to whether the employee requires diagnosis and/or treatment, or that he or she has been so exposed shall be based on sound and reasonable medical judgment. It shall be the option of the employee as to whether he or she will avail himself or herself of the same, but in cases in which said diagnosis and/or treatment is reasonably required and the employee declines the same the Employer may take such steps as may be necessary to insure and to protect the health, safety and welfare of other City employees and/or the public including the requirement that the employee be excluded from his or her employment for such periods as are reasonably necessary on sick leave, disability leave, vacation time and/or administrative leave as may be appropriate.

37.3 For the purpose of this agreement a subsequent related disability claim is one which involves a condition which resulted in, related to or formed all or a substantial part of the basis of a prior disability claim or as to an earlier claim arises or is presented within a period of six (6) months after the termination of disability leave arising from an earlier disability claim. Other subsequent disability claims shall not be considered related to earlier disability claims.

37.4 Disability claims shall be presented in the manner, on the forms, and reasonable documentation as the Employer may require.

37.5 No employee shall return to his or her employment from disability leave until and unless medical certification is presented in substantial compliance with the procedure set forth in Article 37.1 of this agreement that the employee is able to perform the substantial duties of his or her employment.

37.6 Periods of probation shall abate during the periods of disability leave or light duty.

37.7 An employee on disability leave pursuant to this article of the agreement may be assigned, at the discretion of the Employer, to part-time service and/or to "light duty" involving duties less strenuous than those incident to his or her regular service upon determination by a medical practitioner that the employee is able to be so assigned. Each such assignment shall not exceed a period of sixty (60) days which period shall be attributable to the one (1) year disability leave period. During any such period of duty the employee shall receive the compensation and benefits attributable to his or her normal position.

ARTICLE 38

CALAMITY/EMERGENCY SITUATIONS

38.1 The parties agree for the life of this agreement the City shall be considered open at all times when an employee is scheduled to work. Employees not reporting to work shall not be paid.

38.2 The Employer agrees, however, that employees may request and be granted earned vacation, compensatory time or holiday leave for such absences during calamity or emergency situations declared by the City.

ARTICLE 39

MILEAGE ALLOWANCE

39.1 When an employee is required by the Employer to travel in the performance of his duties to attend training or seminars he/she shall be furnished a departmental vehicle if one is available or at management's discretion, the employee shall be reimbursed for use of his /her private vehicle at the same rate as approved by the City Commission by Ordinance.

ARTICLE 40

SEVERABILITY

40.1 If any part of this contract or any attachment thereto should be in violation of Ohio Revised Code Chapter 4117, by a tribunal of competent jurisdiction, or if compliance with or enforcement of any part of this contract should be restrained by such tribunal, the remainder of this contract and any attachment thereto shall not be affected thereby.

40.2 If any part of this contract or attachment thereto is held to be invalid or inoperable as described above then only that part of the contract or attachment thereto shall be

immediately opened for negotiations between the parties in an attempt to provide substitute language in compliance with Ohio Revised Code, Chapter 4117.

ARTICLE 41

DURATION OF AGREEMENT

41.1 This agreement shall be effective as of January 1, 2013 and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided herein.

41.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the expiration date, nor later than one hundred and twenty (120) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

41.3 However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by both parties.

ARTICLE 42

SAFETY

42.1 The Employer and the Union agree to continue to work cooperatively for the safety of the employees through the existing Safety Committee. AFSCME shall continue to have representation on the committee.

42.2 Equipment defects and/or safety problems shall be reported immediately in writing on a standard safety form (attached) to the Supervisor by the employee or Union. A copy shall be provided to the Safety Committee. If, in the judgment of the Safety Committee, the supervisor does not satisfactorily resolve the complaint, the Committee shall refer the matter to the City Manager for final resolution, who shall decide within one working day. Equipment judged to be unsafe by the City Manager shall be tagged and taken out of service so long as it is in unsafe condition.

ARTICLE 43

TOOL ALLOWANCE

43.1 Each mechanic who is required to furnish his or her own tools for use in his or her work with the Employer shall be afforded a tool allowance not to exceed Five Hundred Dollars (\$500.00) per year for the acquisition of the tools by the employee to be utilized in his or her said work. The tool allowance shall be administered by the establishment of a purchase order, in the amount of the tool allowance, for each vendor designated as a supplier by an employee who qualifies for said allowance. There shall be no more than two (2) vendors per employee. Payment for tools acquired in accordance with this section shall be paid pursuant to the normal

administrative procedures for payment under an established purchase order.

ARTICLE 44

MISCELLANEOUS

44.1 All salary range adjustments to be made as a result of this contract shall take effect in the first payroll of the effective year.

44.2 The Union and the City shall share equally in the cost of preparing and providing copies required of this contract to each new member of the Union and a copy of the contract shall be issued to a new employee by the Department of Administrative Services at the same time as the payroll forms.

ARTICLE 45

POLICY ON DRUG-FREE WORKPLACE

45.1 The parties to this Agreement acknowledge that pursuant to Federal law, the City of Sandusky has established a policy of maintaining itself as a Drug-Free Workplace. Pursuant to said policy, therefore, the parties agree:

- A. That the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplaces of the City of Sandusky is prohibited;
- B. That as a condition of employment with the City of Sandusky, employees of the City of Sandusky will abide by the policy set out in Item A above, and will also notify the City of Sandusky of any criminal drug statute conviction for a violation occurring in the workplace, and that said notification shall be made within a period of five (5) days after said conviction;
- C. That an employee who violates the requirements of this Section shall be subject to appropriate disciplinary action up to and including discharge, and, in addition to such disciplinary action, the City of Sandusky may mandatorily refer violators who have engaged in substance abuse to the City's Assistance Program for diagnosis and treatment;
- D. That the City of Sandusky shall provide notice of the content of this policy to each employee.
- E. The parties agree to the adoption of the City of Sandusky's Drug Free Workplace Policy which is incorporated herein and attached hereto as Appendix G.

ARTICLE 46

COMMERCIAL DRIVER'S LICENSE

46.1 All employees required to operate a vehicle covered by the Commercial Driver's License law shall be required to obtain a Commercial Driver's License.

46.2 Employees working in jobs that require a Commercial Driver's License shall notify the City immediately if his/her license is suspended, revoked, cancelled or the employee is otherwise ineligible to drive. An employee whose job duties require a commercial driver's license and who is unable to drive due to such reason shall be subject to disciplinary action and reassigned to work available. In the event there is no work available, the employee shall be subject to the layoff procedure.

46.3 The City shall reimburse the employee for the cost of the Commercial Driver's License.

ARTICLE 47

MEAL & TRAVEL ALLOWANCE

47.1 Employees shall be subject to and entitled to the benefits related to business travel as more fully set forth in the attached Travel Policy.

ARTICLE 48

UNION DEDUCTIONS

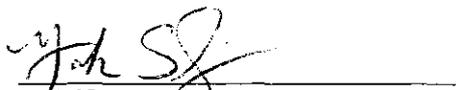
48.1 The City will deduct, from the paycheck of all employees who have voluntarily signed a proper legal authorization for up to three (3) union supported activities. Employees desiring to have funds deducted from their pay check for a union supported activity must submit the authorization within the first fifteen (15) days of each quarter. The City will then administer the payroll deductions in the same fashion as deductions for union dues.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 25th day of March, 2013.

FOR THE EMPLOYER


JOHN HAMILTON
EX OFFICIO MAYOR

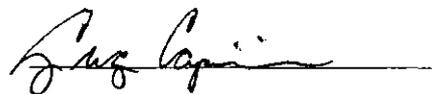

NICOLE ARD
CITY MANAGER


HANK SOLOWEJ
FINANCE DIRECTOR

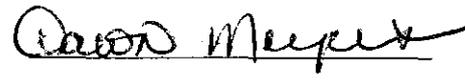
FOR AFSCME


DAVE BLYTH
AFSCME COUNCIL REPRESENTATIVE


NEGOTIATION COMMITTEE


NEGOTIATION COMMITTEE


NEGOTIATION COMMITTEE


NEGOTIATION COMMITTEE


NEGOTIATION COMMITTEE

NEGOTIATION COMMITTEE

LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The Employer agrees to provide The Union with a minimum of three complete binders with all City policies. The employer will be responsible for providing the Union with any updates to the City policies and the Union will be responsible for including them in the binders.

For the Employer :

Walter And
John Smith

For the Union :

[Signature]

Date Signed Mar 25, 2013

LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The attached Employee Evaluation form will replace the one currently labeled Appendix B in the 2004-2006 contract and will not be included as an appendix to the collective bargaining agreement for 2007-2009. Further changes or modifications to the form will be discussed and developed through a labor management committee.

For the Employer :

Mickie Auld
John Hamilton

For the Union :

[Signature]

Date Signed *May 25, 2013*

AFSCME ARTICLE 2

Section 34.04.1 – Engineering and Allied Services; Clerical, Fiscal, Public Works, Utilities, Other.

Code No.	Class Title	Salary Range
001	Clerk I	03
002	Senior Accounting Clerk I	03
003	Senior Accounting Clerk II	07
006	Senior Clerk I	03
007	Senior Clerk II	03
017	Secretary I	03
019	Accounting Clerk I	03
020	Accounting Clerk II	03
140	Nuisance Control Officer	09
141	Code Compliance Officer	09
144	Dispatcher	09
205	Engineering Aide	06
220	Engineering Technician III	12
221	Engineering Technician II	10
222	Engineering Technician I	07
225	Chief Construction Inspector	12
226	Construction Inspector II	11
227	Construction Inspector I	07
228	Registered Surveyor	14
229	Electrical Inspector	14
230	Plumbing Inspector	14
231	Building Inspector	14
308	Custodial	03
339	Cemetery Manager/Foreman	13
340	Foreman	11
341	Maintenance I	05
342	Maintenance II	07
343	Maintenance III	09
344	Mechanic	11
345	Mechanic Foreman	12
350	Maintenance Construction	11
351	Facilities Maintenance Foreman	12
356	Maintenance Electrician	11
357	Ass't Maintenance Electrician	11
440	Operator II	10
443	Ass't Plant Operator	06
445	Utility Operator II	11
446	Laboratory Technician II	11
447	Plant Maintenance	11
453	Operator I	08
460	Industrial Waste Inspector	11
449	Water Integrity Specialist	12
450	Inflow & Infiltration Inspector	11
451	Water Distribution Foreman	12
480	Permit Compliance Officer	12

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AFSCME LOCAL 1519
GRIEVANCE STEP II III IV V

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____ TITLE _____ WORK LOCATION _____

IMMEDIATE SUPERVISOR _____

STEP I

DATE: _____ TIME: _____ SUPT/DEPT HEAD STEP I DISCUSSED WITH: _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local 1519 as my representative to act for me in the disposition of this grievance.

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE. ORIGINAL TO _____

**COPY _____
COPY: LOCAL UNION GRIEVANCE FILE**

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

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**POLICY OF
THE CITY OF SANDUSKY
ON THE FAMILY MEDICAL LEAVE ACT**

I. POLICY

It is the policy of the City of Sandusky that employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993 (FMLA).

A. Definitions

As used in this policy, the following terms and phrases shall be defined as follows:

1. Family and/or Medical Leave of Absence – an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - (a) upon the birth of an employee's child and in order to care for the child;
 - (b) upon the placement of a child with an employee for adoption or foster care;
 - (c) when an employee is needed to care for a family member who has a serious health condition; or
 - (d) when an employee is unable to perform the functions of his/her position because of the employee's own serious health condition.
2. Per Year – a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City of Sandusky will compute the amount of leave the employee has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee used four weeks of FMLA leave beginning February 4, 1996, and four weeks beginning June 1, 1996, and four weeks beginning December 1, 1996, the employee would not be entitled to any additional leave until February 4, 1997.
3. Serious Health Condition – any illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care
 - b. Any period of incapacity of more than three (3) calendar days that Also involves:
 - (1) two (2) or more treatments by a health care provider; or
 - (2) treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider
 - c. Any period of incapacity due to pregnancy or for prenatal care
 - d. A chronic serious health condition which
 - (1) requires periodic visits for treatment to a health care provider;
 - (2) continues over an extended period of time; and
 - (3) may be periodic rather than a continuing incapacity
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer's disease, etc.)
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three (3) days at a later date without medical intervention at the present time (i.e. chemotherapy for cancer, dialysis for kidney disease, etc.)
4. Licensed Health Care Provider – a doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and other as specified by law.
 5. Family Member – as defined in the sick leave ordinance or as per union contract.

B. Leave Entitlement

1. To be eligible for leave under this policy, an employee must meet all of the following conditions:
 - (a) The employee must have worked for the City of Sandusky for at least twelve (12) months, or fifty-two (52) weeks. The twelve (12) months, or fifty two weeks (52) weeks, need not have been consecutive; and
 - (b) The employee must have worked at least 1250 hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin; and
 - (c) The employee must work at a location where the City of Sandusky employs fifty (50) or more employees within a seventy-five (75) mile radius.

2. The entitlement to FMLA leave for the birth or placement for adoption or foster care of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.
3. Spouses who are both employed by the City of Sandusky are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, or for the care of a family member with a serious health condition.
4. An employee may only take FMLA leave because of his/her own serious health condition if such condition renders the employee unable to perform the functions of the his/her position.

C. Use Of Leave

1. The provisions of this policy shall apply to all family and medical leaves of absence as follows:

(a) Generally

- (1) Whether the leave is paid, unpaid, or a combination of both, an employee is only entitled to a total of twelve (12) weeks of leave under the FMLA. If an employee has accrued paid leave, the employee must use such accrued paid leave, as set forth below:
 - Shall take accumulated sick time and upon its expiration
 - Shall take vacation time and upon its expiration
 - Shall take accumulated personal and/or Kelly days, upon its expiration
 - The employee may elect to use accumulated comp time
 - And the remainder of the twelve (12) weeks shall be unpaid leave
- (2) Employees will be required to exhaust all accumulated leave as allowed by law prior to being granted leave without pay for FMLA leave requests. In addition, any time off that may, by law, be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

(b) FMLA Leave Use for Birth of an Employee's Child

- (1) An employee who is taking leave for the birth of the employee's child must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy, the employee will also be required to exhaust all of the employee's sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. [Note: see number (5) below for information on disability leaves.]

(c) FMLA Leave Use for Placement of a Child for Adoption or Foster Care

- (1) An employee who is taking leave for the placement of a child with him/her for adoption or foster care must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(d) FMLA Leave Use Because of the Employee's Own Serious Health Condition or the Serious Health Condition of a Family Member

- (1) An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all available accrued paid vacation, personal and sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(e) FMLA Leave and Disability / Workers' Compensation Plans or Programs

- (1) An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for either temporary disability or workers' compensation. Regardless of whether or not an employee is on either program, the City of Sandusky may designate the absence as FMLA leave and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these are compensated absences, if the employee participates in such a program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.
- (2) Disability leave for the birth of a child is considered FMLA leave for a serious health condition of the employee and will be counted against the employee's twelve (12) week FMLA entitlement. As described above, because the leave pursuant to a temporary disability is compensated, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.

D. Procedures for Requesting FMLA Leave

- (1) Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the City of Sandusky receives notice.
- (2) Requests for FMLA leave must be submitted on a standard leave form prescribed by the City of Sandusky. The City of Sandusky will determine whether the leave qualifies as FMLA leave, designate it as leave that counts against the employee's twelve (12) week entitlement, if appropriate, and notify the employee that the leave has been designated as FMLA leave.

- (3) When a request is made for a foreseeable FMLA leave due to a serious health condition of either the employee or a member of the employee's family which involves planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the operations of the City of Sandusky, subject to the approval of the health care provider of the employee or the employee's family member.

E. Certification of Need for FMLA Leave

- (1) An employee requesting FMLA leave due to a serious health condition of the employee or his/her family member must provide a doctor's certification of the serious health condition. Such certification shall be submitted at the time FMLA leave is requested, or when the need for leave is not foreseen, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation as required by the City of Sandusky at the time FMLA leave is requested.
- (2) The City of Sandusky, in its discretion, may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the City of Sandusky. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the City of Sandusky. If the first and second opinion differ, the City of Sandusky, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City of Sandusky and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.
- (3) Employees who request and are granted FMLA leave due to a serious health condition of the employee or his/her family member may be required to submit periodic written reports to the City of Sandusky, in order to assess the continued qualification for FMLA leave.
- (4) The City of Sandusky may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.) or if the City of Sandusky receives information that casts doubt on the employee's stated reason for the absence.
- (5) The employee must provide the requested additional reports to the City of Sandusky within fifteen (15) days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. Any costs associated with the additional reports requested by the City of Sandusky shall be at the employee's expense.

F. Intermittent / Reduced Schedule Leave

- (1) When medically necessary, an employee of the City of Sandusky may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition of the employee or a serious health condition of an employee's family member. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for

adoption or foster care with the employee. In all cases, the FMLA leave granted to any employee shall not exceed a total of twelve (12) weeks per year.

Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable.

- (2) To be entitled to leave on an intermittent or reduced schedule basis, the employee must, at the time such leave is requested, submit additional certification as prescribed by the City of Sandusky which establishes the medical necessity for such intermittent or reduced schedule leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts which support the medical necessity for taking FMLA leave on an intermittent or reduced schedule. The employee must meet with his/her supervisor and/or the Director of Administrative Services to discuss the intermittent or reduced schedule leave.
- (3) An employee who requests and is granted FMLA leave on a intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.
- (4) An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the City of Sandusky.

G. Employee Benefits

- (1) Except as provided below, while an employee is on FMLA leave, the City of Sandusky will continue to pay the employer portion premiums for any life, medical, vision, and dental insurance benefits which the employee receives through the City of Sandusky, under the same terms and conditions as if the employee had continued to work throughout the leave. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- (2) The City of Sandusky will not continue to pay the employer portion of premiums for any life, medical care, vision and dental insurance benefits which the employee receives through the City of Sandusky, if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums, if any, or, if the employee's payment for his/her portion of the premium is late by more than thirty (30) days.
- (3) If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.
- (4) If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the City of Sandusky may seek reimbursement from the employee for any amounts paid by the

City of Sandusky for insurance benefits which the employee received through the City of Sandusky during any period of unpaid FMLA leave.

- (5) Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.
- (6) FMLA leave, whether paid or unpaid, will not constitute a break in service credit for employees of the City of Sandusky. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee previously held immediately prior to the commencement of FMLA leave. Service credit shall continue to accrue during periods of paid FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leave times (i.e., vacation, holiday, personal and sick leaves) will not accrue during any period of unpaid FMLA leave.

H. Reinstatement

- (1) An employee on FMLA leave must give the City of Sandusky at least two (2) business days notice of his/her intent to return to work, regardless of the employee's anticipated date of return.
- (2) Most employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave.
- (3) Upon request for reinstatement, if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility and authority and which carries equivalent status, pay, benefits and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Director of Administrative Services.
- (4) An employee of the City of Sandusky will not be laid off as a result of exercising his/her right to take FMLA leave. However, the City of Sandusky will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the City of Sandusky, the employee would not otherwise be employed in the City of Sandusky at the time reinstatement is requested.
- (5) An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during his/her FMLA leave period.
- (6) Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to resume work.
- (7) In the event that at the end of twelve continuous months, the employee is still unable to return to work, this shall constitute abandonment of his/her position and the City of Sandusky may declare the employee's job vacant.

I. Records

- (1) All records relative to FMLA leave will be maintained by the City of Sandusky as required by law. Any medical records accompanying FMLA requests will be kept separate from an employee's regular personnel files.
- (2) To the extent permitted by law, medical records related to FMLA leave shall be kept confidential.

1-1-01
DATE ISSUED

REQUEST FOR FAMILY / MEDICAL LEAVE

TO: Administrative Services

FROM: _____
Employee Name

DATE: _____

DEPARTMENT: _____

I _____ hereby request the use of FMLA leave beginning on _____, 20____ at _____ (a.m.) (p.m.) and ending on _____, 20____ at _____ (a.m.) (p.m.) I understand that falsification of any information on this form shall be classified as misconduct. I request this leave for the following reason:

- Birth of employee's child and in order to care for child
- Placement of a child with employee for adoption or foster care
- Care for a family member who has a serious health condition
- Employee is unable to perform the essential functions of his/her job because of a serious health condition

Employee's Signature

Department Head Signature

****A doctor's certification must be filed at the time of this request****

You are eligible not eligible for leave under the FMLA leave policy. This requested leave will will not be counted against your twelve week entitlement. The Policy of The City of Sandusky on the Family Medical Leave Act will be followed in administering this leave.

APPROVED:

APPROVED:

Administrative Services

City Manager

COPY:

Finance Department Employee Division/Department Head Manager

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UNION CODE 1
CITY OF SANDUSKY - AFSCME
SALARY RANGES
EFFECTIVE: 01/01/2013

APPENDIX D

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3	Monthly	2,038.42	2,119.55	2,204.10	2,293.23	2,384.64	2,481.75
	Annual	24,461.00	25,435.00	26,449.00	27,519.00	28,616.00	29,781.00
	Bi-weekly	940.81	978.25	1,017.28	1,058.41	1,100.60	1,145.42
	Hrly	11.7601	12.2281	12.7160	13.2301	13.7575	14.3177
4	Monthly	2,591.44	2,721.70	2,856.53	2,997.07	3,149.05	3,452.97
	Annual	31,097.00	32,660.00	34,278.00	35,965.00	37,789.00	41,436.00
	Bi-weekly	1,196.05	1,256.17	1,318.40	1,383.26	1,453.41	1,593.68
	Hrly	14.9506	15.7021	16.4800	17.2907	18.1676	19.9210
5	Monthly	2,641.71	2,775.42	2,911.38	3,056.50	3,210.75	3,520.40
	Annual	31,701.00	33,305.00	34,937.00	36,678.00	38,529.00	42,245.00
	Bi-weekly	1,219.25	1,280.96	1,343.71	1,410.69	1,481.88	1,624.80
	Hrly	15.2406	16.0120	16.7963	17.6336	18.5235	20.3100
6	Monthly	2,688.57	2,826.83	2,965.09	3,112.49	3,270.16	3,585.52
	Annual	32,263.00	33,922.00	35,581.00	37,350.00	39,242.00	43,026.00
	Bi-weekly	1,240.88	1,304.69	1,368.50	1,436.53	1,509.30	1,654.86
	Hrly	15.5110	16.3086	17.1062	17.9566	18.8662	20.6857
7	Monthly	2,739.98	2,875.96	3,022.20	3,171.89	3,331.86	3,654.08
	Annual	32,880.00	34,512.00	36,266.00	38,063.00	39,982.00	43,849.00
	Bi-weekly	1,264.61	1,327.37	1,394.86	1,463.95	1,537.78	1,686.50
	Hrly	15.8076	16.5921	17.4357	18.2993	19.2222	21.0812
8	Monthly	2,806.26	2,947.94	3,094.20	3,249.60	3,410.70	3,742.06
	Annual	33,675.00	35,375.00	37,130.00	38,995.00	40,928.00	44,905.00
	Bi-weekly	1,295.20	1,360.59	1,428.09	1,499.82	1,574.17	1,727.10
	Hrly	16.1900	17.0073	17.8511	18.7477	19.6771	21.5887
9	Monthly	2,869.11	3,015.36	3,163.90	3,321.59	3,489.54	3,826.61
	Annual	34,429.00	36,184.00	37,967.00	39,859.00	41,874.00	45,919.00
	Bi-weekly	1,324.20	1,391.70	1,460.26	1,533.04	1,610.56	1,766.13
	Hrly	16.5525	17.3962	18.2532	19.1630	20.1320	22.0766
10	Monthly	2,922.79	3,071.34	3,222.17	3,383.28	3,553.53	3,898.58
	Annual	35,073.00	36,856.00	38,666.00	40,599.00	42,642.00	46,783.00
	Bi-weekly	1,348.98	1,417.54	1,487.16	1,561.51	1,640.09	1,799.34
	Hrly	16.8622	17.7192	18.5895	19.5188	20.5011	22.4917
11	Monthly	3,022.20	3,171.89	3,331.86	3,498.68	3,672.35	4,027.71
	Annual	36,266.00	38,063.00	39,982.00	41,984.00	44,068.00	48,333.00
	Bi-weekly	1,394.86	1,463.95	1,537.78	1,614.78	1,694.93	1,858.94
	Hrly	17.4357	18.2993	19.2222	20.1847	21.1866	23.2367
12	Monthly	3,102.20	3,257.59	3,419.84	3,591.23	3,771.76	4,136.26
	Annual	37,226.00	39,091.00	41,038.00	43,095.00	45,261.00	49,635.00
	Bi-weekly	1,431.78	1,503.50	1,578.39	1,657.49	1,740.81	1,909.04
	Hrly	17.8972	18.7937	19.7298	20.7186	21.7601	23.8630
13	Monthly	3,623.22	3,803.76	3,994.58	4,193.39	4,403.63	4,624.15
	Annual	43,479.00	45,645.00	47,935.00	50,321.00	52,844.00	55,490.00
	Bi-weekly	1,672.26	1,755.58	1,843.65	1,935.41	2,032.44	2,134.22
	Hrly	20.9032	21.9447	23.0456	24.1926	25.4055	26.6777
14	Monthly	3,927.17	4,123.69	4,330.50	4,546.46	4,773.83	5,012.65
	Annual	47,126.00	49,484.00	51,966.00	54,558.00	57,286.00	60,152.00
	Bi-weekly	1,812.54	1,903.24	1,998.69	2,098.37	2,203.31	2,313.53
	Hrly	22.6567	23.7905	24.9836	26.2296	27.5413	28.9191

UNION CODE 1
CITY OF SANDUSKY - AFSCME
SALARY RANGES
EFFECTIVE: 01/01/2014

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3	Monthly	2,069.00	2,151.34	2,237.16	2,327.63	2,420.41	2,518.98
	Annual	24,828.00	25,816.00	26,846.00	27,932.00	29,045.00	30,228.00
	Bi-weekly	954.92	992.93	1,032.54	1,074.29	1,117.11	1,162.61
	Hrly	11.9365	12.4116	12.9067	13.4286	13.9638	14.5326
4	Monthly	2,630.31	2,762.53	2,899.38	3,042.03	3,196.29	3,504.76
	Annual	31,564.00	33,150.00	34,793.00	36,504.00	38,355.00	42,057.00
	Bi-weekly	1,213.99	1,275.01	1,338.18	1,404.01	1,475.21	1,617.58
	Hrly	15.1748	15.9376	16.7272	17.5501	18.4401	20.2197
5	Monthly	2,681.34	2,817.05	2,955.05	3,102.35	3,258.91	3,573.21
	Annual	32,176.00	33,805.00	35,461.00	37,228.00	39,107.00	42,879.00
	Bi-weekly	1,237.54	1,300.18	1,363.87	1,431.85	1,504.11	1,649.17
	Hrly	15.4692	16.2522	17.0483	17.8981	18.8013	20.6146
6	Monthly	2,728.90	2,869.23	3,009.57	3,159.18	3,319.21	3,639.30
	Annual	32,747.00	34,431.00	36,115.00	37,910.00	39,831.00	43,672.00
	Bi-weekly	1,259.49	1,324.26	1,389.03	1,458.08	1,531.94	1,679.68
	Hrly	15.7436	16.5532	17.3628	18.2260	19.1492	20.9960
7	Monthly	2,781.08	2,919.10	3,067.53	3,219.47	3,381.84	3,708.89
	Annual	33,373.00	35,029.00	36,810.00	38,634.00	40,582.00	44,507.00
	Bi-weekly	1,283.58	1,347.28	1,415.78	1,485.91	1,560.85	1,711.80
	Hrly	16.0447	16.8410	17.6972	18.5738	19.5106	21.3975
8	Monthly	2,848.35	2,992.16	3,140.61	3,298.34	3,461.86	3,798.19
	Annual	34,180.00	35,906.00	37,687.00	39,580.00	41,542.00	45,578.00
	Bi-weekly	1,314.62	1,381.00	1,449.51	1,522.31	1,597.78	1,753.01
	Hrly	16.4327	17.2625	18.1188	19.0288	19.9722	21.9126
9	Monthly	2,912.15	3,060.59	3,211.36	3,371.41	3,541.88	3,884.01
	Annual	34,946.00	36,727.00	38,536.00	40,457.00	42,503.00	46,608.00
	Bi-weekly	1,344.07	1,412.58	1,482.17	1,556.04	1,634.71	1,792.62
	Hrly	16.8008	17.6572	18.5271	19.4505	20.4338	22.4077
10	Monthly	2,966.63	3,117.41	3,270.50	3,434.03	3,606.83	3,957.06
	Annual	35,600.00	37,409.00	39,246.00	41,208.00	43,282.00	47,485.00
	Bi-weekly	1,369.21	1,438.80	1,509.46	1,584.94	1,664.69	1,826.34
	Hrly	17.1151	17.9850	18.8682	19.8117	20.8086	22.8292
11	Monthly	3,067.53	3,219.47	3,381.84	3,551.16	3,727.44	4,088.13
	Annual	36,810.00	38,634.00	40,582.00	42,614.00	44,729.00	49,058.00
	Bi-weekly	1,415.78	1,485.91	1,560.85	1,639.00	1,720.36	1,886.83
	Hrly	17.6972	18.5738	19.5106	20.4875	21.5045	23.5853
12	Monthly	3,148.73	3,306.45	3,471.14	3,645.10	3,828.34	4,198.30
	Annual	37,785.00	39,677.00	41,654.00	43,741.00	45,940.00	50,380.00
	Bi-weekly	1,453.26	1,526.05	1,602.06	1,682.35	1,766.93	1,937.68
	Hrly	18.1657	19.0756	20.0257	21.0293	22.0866	24.2210
13	Monthly	3,677.57	3,860.82	4,054.50	4,256.29	4,469.68	4,693.51
	Annual	44,131.00	46,330.00	48,654.00	51,075.00	53,636.00	56,322.00
	Bi-weekly	1,697.34	1,781.92	1,871.31	1,964.44	2,062.93	2,166.24
	Hrly	21.2167	22.2740	23.3913	24.5555	25.7866	27.0780
14	Monthly	3,986.08	4,185.55	4,395.46	4,614.66	4,845.44	5,087.84
	Annual	47,833.00	50,227.00	52,746.00	55,376.00	58,145.00	61,054.00
	Bi-weekly	1,839.73	1,931.79	2,028.67	2,129.84	2,236.36	2,348.23
	Hrly	22.9966	24.1473	25.3583	26.6230	27.9545	29.3528

UNION CODE 1
 CITY OF SANDUSKY - AFSCME
 SALARY RANGES
 EFFECTIVE: 01/01/2015

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3	Monthly	2,100.04	2,183.61	2,270.72	2,362.54	2,456.72	2,556.76
	Annual	25,200.00	26,203.00	27,249.00	28,350.00	29,481.00	30,681.00
	Bi-weekly	969.25	1,007.82	1,048.02	1,090.40	1,133.87	1,180.04
	Hrly	12.1156	12.5977	13.1002	13.6300	14.1733	14.7505
4	Monthly	2,669.76	2,803.97	2,942.87	3,087.66	3,244.23	3,557.33
	Annual	32,037.00	33,648.00	35,314.00	37,052.00	38,931.00	42,688.00
	Bi-weekly	1,232.20	1,294.14	1,358.25	1,425.07	1,497.34	1,641.84
	Hrly	15.4025	16.1767	16.9781	17.8133	18.7167	20.5230
5	Monthly	2,721.56	2,859.31	2,999.38	3,148.89	3,307.79	3,626.81
	Annual	32,659.00	34,312.00	35,993.00	37,787.00	39,693.00	43,522.00
	Bi-weekly	1,256.10	1,319.68	1,384.33	1,453.33	1,526.67	1,673.91
	Hrly	15.7012	16.4960	17.3041	18.1666	19.0833	20.9238
6	Monthly	2,769.83	2,912.27	3,054.71	3,206.57	3,369.00	3,693.89
	Annual	33,238.00	34,947.00	36,657.00	38,479.00	40,428.00	44,327.00
	Bi-weekly	1,278.38	1,344.12	1,409.87	1,479.96	1,554.92	1,704.87
	Hrly	15.9797	16.8015	17.6233	18.4995	19.4365	21.3108
7	Monthly	2,822.80	2,962.89	3,113.54	3,267.76	3,432.57	3,764.52
	Annual	33,874.00	35,555.00	37,362.00	39,213.00	41,191.00	45,174.00
	Bi-weekly	1,302.83	1,367.49	1,437.02	1,508.20	1,584.26	1,737.47
	Hrly	16.2853	17.0936	17.9627	18.8525	19.8032	21.7183
8	Monthly	2,891.08	3,037.04	3,187.72	3,347.82	3,513.79	3,855.16
	Annual	34,693.00	36,444.00	38,253.00	40,174.00	42,165.00	46,262.00
	Bi-weekly	1,334.34	1,401.71	1,471.26	1,545.15	1,621.75	1,779.30
	Hrly	16.6792	17.5213	18.3907	19.3143	20.2718	22.2412
9	Monthly	2,955.83	3,106.50	3,259.53	3,421.98	3,595.01	3,942.27
	Annual	35,470.00	37,278.00	39,114.00	41,064.00	43,140.00	47,307.00
	Bi-weekly	1,364.23	1,433.77	1,504.40	1,579.38	1,659.24	1,819.51
	Hrly	17.0528	17.9221	18.8050	19.7422	20.7405	22.7438
10	Monthly	3,011.13	3,164.17	3,319.56	3,485.54	3,660.93	4,016.42
	Annual	36,134.00	37,970.00	39,835.00	41,826.00	43,931.00	48,197.00
	Bi-weekly	1,389.75	1,460.39	1,532.10	1,608.71	1,689.66	1,853.73
	Hrly	17.3718	18.2548	19.1512	20.1088	21.1207	23.1716
11	Monthly	3,113.54	3,267.76	3,432.57	3,604.43	3,783.35	4,149.45
	Annual	37,362.00	39,213.00	41,191.00	43,253.00	45,400.00	49,793.00
	Bi-weekly	1,437.02	1,508.20	1,584.26	1,663.58	1,746.16	1,915.13
	Hrly	17.9627	18.8525	19.8032	20.7947	21.8270	23.9391
12	Monthly	3,195.96	3,356.05	3,523.21	3,699.78	3,885.77	4,261.27
	Annual	38,352.00	40,273.00	42,279.00	44,397.00	46,629.00	51,135.00
	Bi-weekly	1,475.06	1,548.95	1,626.10	1,707.59	1,793.43	1,966.74
	Hrly	18.4382	19.3618	20.3262	21.3448	22.4178	24.5842
13	Monthly	3,732.73	3,918.73	4,115.32	4,320.13	4,536.73	4,763.91
	Annual	44,793.00	47,025.00	49,384.00	51,842.00	54,441.00	57,167.00
	Bi-weekly	1,722.80	1,808.64	1,899.38	1,993.91	2,093.88	2,198.73
	Hrly	21.5350	22.6080	23.7422	24.9238	26.1735	27.4841
14	Monthly	4,045.87	4,248.33	4,461.39	4,683.88	4,918.12	5,164.16
	Annual	48,550.00	50,980.00	53,537.00	56,207.00	59,017.00	61,970.00
	Bi-weekly	1,867.32	1,960.77	2,059.10	2,161.79	2,269.90	2,383.46
	Hrly	23.3415	24.5096	25.7387	27.0223	28.3737	29.7932

EMPLOYEE EVALUATION FORM

APPENDIX E

NAME: _____ DATE: _____

DEPARTMENT: _____ JOB TITLE: _____

Purposes of this Employee Evaluation:

To take a personal inventory, to pin-point weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these Evaluations will provide a history of development and progress.

Instructions:

Listed below are a number of traits, abilities and characteristics that are important for success in business. Place an "X" mark on each rating scale, over the descriptive phrase which most nearly describes the person being rated. (If this form is being used for self-evaluation, you will be describing yourself.)

Carefully evaluate each of the qualities separately.

Two common mistakes in rating are: (1) A tendency to rate nearly everyone as "average" on every trait instead of being more critical in judgment. The rater should use the ends of the scale as well as the middle, and (2) The "Halo Effect," i.e., a tendency to rate the same individual "excellent" on every trait or "poor" on every trait based on the overall picture one has of the person being rated. However, each person has strong points and weak points and these should be indicated on the rating scale.

ACCURACY is the correctness of work duties performed.

Makes frequent errors.

Careless; makes recurrent errors.

Usually accurate; makes only average number of mistakes.

Requires little supervision; is exact and precise most of the time.

Requires absolute minimum of supervision; is almost always accurate.

ALERTNESS is the ability to grasp instructions, to meet changing conditions and to solve novel or problem situations.

Slow to "catch on."

Requires more than average instructions and explanations.

Grasps instructions with average ability.

Usually quick to understand and learn.

Exceptionally keen and alert.

CREATIVITY is talent for having new ideas, for finding new and better ways of doing things and for being imaginative.

Rarely has a new idea; is unimaginative.

Occasionally comes up with a new idea.

Has average imagination; has reasonable number of new ideas.

Frequently suggests new ways of doing things; is very imaginative.

Continually seeks new and better ways of doing things; is extremely imaginative.

***FRIENDLINESS** is the sociability and warmth which an individual imparts in his/her attitude toward customers, other employees, his/her supervisor and the persons he/she may supervise.

Very distant and aloof.

Approachable; friendly once known by others.

Warm; friendly; sociable.

Very sociable and out-going.

Extremely sociable; excellent at establishing good will.

PERSONALITY is an individual's behavior characteristics or his/her personal suitability for the job.

Personality unsatisfactory for this job.

Personality questionable for this job.

Personality satisfactory for this job.

Very desirable personality for this job.

Outstanding personality for this job.

***PERSONAL APPEARANCE** is the personal impression an individual makes on others. (Consider cleanliness, grooming, neatness and appropriateness of dress on the job.)

Very untidy; poor taste in dress.

Sometimes untidy and careless about personal appearance.

Generally neat and clean; satisfactory personal appearance.

Careful about personal appearance; good taste in dress.

Unusually well groomed; very neat; excellent taste in dress.

PHYSICAL FITNESS is the ability to work consistently and with only moderate fatigue. (Consider physical alertness and energy.)

Tires easily; is weak and frail.

Frequently tires and is slow.

Meets physical and energy job requirements.

Energetic; seldom tires.

Excellent health; no fatigue.

ATTENDANCE is faithfulness in coming to work daily and conforming to work hours.

Often absent without good excuse and/or frequently reports for work late.

Lax in attendance and/or reporting for work on time.

Usually present and on time.

Very prompt; regular in attendance.

Always regular and prompt; volunteers for overtime when needed.

HOUSEKEEPING is the orderliness and cleanliness in which an individual keeps his/her work area.

Disorderly or untidy.

Some tendency to be careless and untidy.

Ordinarily keeps work area fairly neat.

Quite conscientious about neatness and cleanliness.

Unusually neat, clean and orderly.

*If relevant to the particular job.

DEPENDABILITY is the ability to do required jobs well with a minimum of supervision.

Requires close supervision; is unreliable.

Sometimes requires prompting.

Usually takes care of necessary tasks and completes with reasonable promptness.

Requires little supervision; is reliable.

Requires absolute minimum of supervision.

DRIVE is the desire to attain goals, to achieve.

Has poorly defined goals and acts without purpose, puts forth practically no effort.

Sets goals too low; puts forth little effort to achieve.

Has average goals and usually puts forth effort to reach these.

Strives hard; has high desire to achieve.

Sets high goals and strives incessantly to reach these.

JOB KNOWLEDGE is the information concerning work duties which an individual should know for a satisfactory job performance.

Poorly informed about work duties.

Lacks knowledge of some phases of work.

Moderately informed; can answer most common questions.

Understands all phases of work.

Has complete mastery of all phases of job.

QUANTITY OF WORK is the amount of work an individual does in a work day.

Does not meet minimum requirements.

Does just enough to get by.

Volume of work is satisfactory.

Very industrious; does more than is required.

Superior work production record.

STABILITY is the ability to withstand pressure and to remain calm in crisis situations.

Goes "to pieces" under pressure; is "jumpy" and nervous.

Occasionally "blows up" under pressure; is easily irritated.

Has average tolerance for crises; usually remains calm.

Tolerates most pressure; very good tolerance for crises.

Thrives under pressure; really enjoys solving crises.

COURTESY is the polite attention an individual gives other people.

Blunt; discourteous; antagonistic.

Sometimes tactless.

Agreeable and pleasant.

Always very polite and willing to help.

Inspiring to others in being courteous and very pleasant.

OVERALL EVALUATION in comparison with other employees with the same length of service on this job:

Definitely
unsatisfactory.

Substandard but
making progress.

Doing an
average job.

Definitely
above average.

Outstanding.

COMMENTS

Major weak points are—

1. _____

2. _____

3. _____

and these can be strengthened by doing the following:

Major strong points are—

1. _____

2. _____

3. _____

and these can be used more effectively by doing the following:

Rated by _____ (Name) _____ (Title)

(If not used as a self-evaluation form, the employee should sign below)

A copy of this Report has been given to me and has been discussed with me.

_____ (Employee's Signature) _____ (Date)

**BUCKEYE OHIO RISK MANAGEMENT ASSOCIATION (BORMA)
CITY OF SANDUSKY SUPERMED PLUS, DENTAL AND PRESCRIPTION DRUG PLAN
PLAN DOCUMENT AND EMPLOYEE BENEFIT BOOKLET**

PLAN AMENDMENT #1 AND SUMMARY OF MATERIAL MODIFICATIONS

This Amendment amends your Employee Benefit Plan (Plan), and becomes a part of your Plan as of January 1, 2013. Please place this Amendment with your Plan Document/summary of benefits for future reference.

Please note: The following changes to the Plan will cause the Plan to be Non-Grandfathered.

1. The Schedule of Benefits shall be amended as follows:

SCHEDULE OF BENEFITS

The following *Schedule of Benefits* is designed as a quick reference. For complete provisions of the *Plan's* benefits, refer to the following sections: *Claim Filing Procedure, Medical Expense Benefit, Dental Expense Benefit and Prescription Drug Plan Exclusions and preferred provider Organization.*

MEDICAL BENEFITS

All benefits will be based upon Allowed Amount

<i>Annual Maximum Amount Payable per Individual</i>	
Medical and Prescription Drug	\$2,000,000
For the Plan Year beginning on or after January 1, 2014, there is no dollar limit for Essential Health Benefits under your Plan.	
<i>Maximum Benefit Per covered person Per Calendar Year For:</i>	
Diabetic Education and Training Services – Professional	Two visits
Durable Medical Equipment – Jobst stockings	Two pair
Durable Medical Equipment – Mastectomy bras	Two
Routine Diagnostic Tests	One each
Routine EKG, Chest X-ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (CBC)	One each
Routine Office Visit in conjunction with a Mammogram	One visit
Routine Office Visit in conjunction with a Pap Test	One visit
Routine Mammogram Services	One test
Routine Pap Tests	One Test
Routine Physical Examinations	One exam
<i>Maximum Benefit Per covered person Per Lifetime For wigs:</i>	One wig

	<i>preferred provider</i>	<i>nonpreferred provider</i>
Deductible Per Calendar Year:		
Individual Deductible (Per Person)	\$100	\$100
Family Deductible (Embedded) ¹	\$200	\$300
Coinsurance	90%	80%
Out-of-Pocket Expense Limit Per Calendar Year: (excluding deductible)		
Individual (Per Person)	\$250	\$900
Family (Embedded)	\$500	\$1,700

Coinsurance:

The *Plan* pays the percentage listed on the following pages for *covered expenses incurred* by a *covered person* during a calendar year after the individual or family deductible has been satisfied and until the individual or family out-of-pocket expense limit has been reached. Thereafter, the *Plan* pays one hundred percent (100%) of *covered expenses* for the remainder of the calendar year or until the *maximum benefit* has been reached. Refer to *Medical Expense Benefit, Out-of-Pocket Expense Limit*, for a listing of charges not applicable to the one hundred percent (100%) coinsurance.

Benefit Description	preferred provider (% of negotiated rate, if applicable, other % of allowed amount)	nonpreferred provider (% of allowed amount)
<i>Inpatient Hospital</i>	90%	80%
Professional Services	90%	90% (inpatient) 80% (all other)
Emergency use of an Emergency Room and all other related Facility and Professional charges	\$75 copay then 90%	
Non-Emergency Use of the Emergency Room and Professional charges	\$75 copay then 90%	\$75 copay then 80%
Ambulance Services	90%	80%
Physician's Services Office Visit (<i>Illness/Injury</i>)*	\$15 copay, then 100%	80%
Urgent Care Office Visit	\$15 copay, then 100%	80%
Medically Necessary Immunizations (Rabies, Tetanus Toxoid, Meningococcal Polysaccharide-conjugate and H1N1 vaccine administration - medically necessary only)	90%	80%
Inpatient and Outpatient Surgical Services and Assistant Surgeons	90%	80%
<i>Skilled Nursing Facility</i>	90%	80%
<i>Home Health Care</i>	90%	90%
<i>Hospice Care</i>	90%	80%
<i>Durable Medical Equipment</i>	90%	80%
<i>Wellness Benefits in compliance with state and federal law</i>	*100%	100%
<i>Women's Preventive Health</i>	*100%	100%
Routine Cholesterol Screening	*100%	*100%
Routine Diagnostic Tests	*100%	*100%
Routine EKG, Chest X-ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (CBC)	*100%	*100%
Routine Mammogram	*100%	*100%
Routine Office Visit Examination in conjunction with a Mammogram	*100%	80%
Routine Pap Test	*100%	*100%
Routine Office Visit Examination in conjunction with a Pap Test	*100%	80%
Routine Physical Examinations (age 21 and older)	*100%	80%
Routine Prostate Specific Antigen (PSA) Test and Cholesterol Screening	*100%	*100%
Well Child Care Examinations (to age 21)	*100%	80%
Well Child Care Immunizations	*100%	80%
Well Child Care Laboratory Services	*100%	*100%
Mental Health Care, Drug Abuse and Alcoholism Services Any applicable Deductible, coinsurance or copay corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Biologically Based Mental Illness will be paid according to the Emergency Services section above.)		
Outpatient Services		
Allergy Testing	90%	90%
Allergy Treatment Services	90%	80%
Outpatient Diagnostic Laboratory Services, X-ray and Medical Tests	90%	90%
Chiropractic Visits	\$15 copay then 100%	80%
Cardiac Rehabilitation, Occupational, Physical and Speech Therapy Services	90%	80%
Diabetic Education and Training Services – Professional Only	*100%	100%
Outpatient Surgical Services – Anesthesia	90%	90%
Sterilization	90%	90%
Abortion (for spontaneous (miscarriages) and Therapeutic only)	90%	90%
Anesthesia	90%	90%
Maternity Services	90%	80%
Private Duty Nursing	90%	80%
Organ Transplants	90%	80%
TMJ (surgical treatment only) – when received in other than a Physician's office	\$15 copay then 100%	80%
All Other covered expenses	90%	80%

*Not subject to the Deductible

Note:

Services requiring a *copay* are not subject to the single/family deductible.

Deductible expenses incurred for services by a *preferred provider* will only apply to the *preferred provider* deductible out-of-pocket limits. Deductible expenses incurred for services by a *nonpreferred provider* will only apply to the *nonpreferred provider* deductible out-of-pocket limits.

Benefits will be determined based on Mutual Health Services' medical and administrative policies and procedures.

This document is only a partial listing of benefits. No person other than an officer of Mutual Health Services may agree, orally or in writing, to change the benefits listed here. The benefit booklet will contain the complete listing of covered services.

In certain instances, Mutual Health Services' payment may not be equal the percentage listed above. However, the *covered person's coinsurance* will always be based on the lesser of the provider's billed charges or the *negotiated rate* with the provider.

1. Maximum family deductible. Member deductible is the same as single deductible.
2. The office visit *copay* applies to the cost of the office visit only.

**PRESCRIPTION DRUG
PROGRAM**

Benefits will be in accordance with the Patient Protection and Affordable Care Act.

Pharmacy Option Prescription Drug Card Copay Limitation: 30 day supply	100% after <i>copay</i> Generic: \$5 <i>copay</i> Preferred Brand Name: \$15 <i>copay</i> Non-Preferred Brand Name: \$25 <i>copay</i>
Mail Order Option Mail Order Prescription Copay Limitation: 90 day supply	100% after <i>copay</i> Generic: \$5 <i>copay</i> Preferred Brand Name: \$15 <i>copay</i> Non-Preferred Brand Name: \$25 <i>copay</i>
Please note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written", you will pay the difference between the brand-name medication and the generic plus the brand copayment.	
Refer to Prescription Drug Program for complete details	

DENTAL BENEFITS

Benefit Period	Calendar Year
Benefit Period Maximum (per member)	\$1,200
Benefit Period Deductible (per member)	\$25
Orthodontic Lifetime Maximum (per eligible dependent up to age 23)	\$750

2. The fourth quarter Deductible Carry-Over provision shall be removed in its entirety.

3. Dependent Eligibility shall be updated only as follows:

DEPENDENT ELIGIBILITY

You may enroll yourself alone or you and your eligible Dependent(s). An eligible Dependent includes:

- Your lawful Spouse (marriage between a man and a woman) provided you are not legally separated;

- **Your natural children, adopted children, children placed for adoption with you, stepchildren or legal wards from birth to age 26. (Grandchildren are not covered under the Plan unless you have assumed legal guardianship for them).**

Note: A child is no longer ineligible due to the availability of an employer sponsored health care plan.

The Coverage Extension to Age 28 section shall remain as written.

4. The following language shall be added to the Covered Services section:

EMERGENCY SERVICES

"Stabilize" means, to provide such medical treatment of an Emergency Medical condition as may be necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility.

Your Plan covers Emergency Services for an Emergency Medical condition treated in any hospital emergency department.

Your Plan will not require prior authorization or impose any other administrative requirements or benefit limitations that are more restrictive if you receive Emergency Services from an out of network provider. However, an out of network provider of Emergency Services may send you a bill for any charges remaining after your Plan has paid (this is called "balance billing").

Except where your Plan provides a better benefit, your Plan will apply the same copayments and coinsurance for out of network Emergency Services as it generally requires for in network Emergency Services. A deductible may be imposed for out of network Emergency Services, only as part of the deductible that generally applies to out of network benefits. Similarly, any out-of-pocket maximum that generally applies to out of network benefits will apply to out of network Emergency Services.

Your Plan will calculate the amount to be paid for out of network Emergency Services in three different ways and pay the greatest of the three amounts: 1) the amount your Plan pays to in network providers for the Emergency Services furnished (this calculation is not required if your Plan does not have negotiated per service amounts with in network providers for the services furnished); 2) the amount that would be paid using the same method your Plan generally uses to determine payment for out of network services but substituting in network copayments and coinsurance amounts; and (3) the amount that would be paid under Medicare for the services provided. All three of these amounts are calculated before application of any network copayments or coinsurance.

WELLNESS BENEFITS

Preventive Health Benefits

Under Ohio law, the following preventive health benefits are required to be provided in your Plan:

- Mammography
- Annual screening for cervical cancer
- Child Health Supervision

Your Plan provides additional coverage for selected preventive services, as shown below. These preventive services will be covered without a copayment, coinsurance or deductible when delivered by a network provider. Depending upon your age, services may include:

- Screenings and tests for diseases
- Mental Health screenings, including substance abuse
- Healthy lifestyle counseling
- Vaccines and immunizations
- Pregnancy counseling and screenings
- Well baby and well child visits through age 21
- Periodic physical exams

Eligible services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. You will be notified, at least sixty (60) days in

advance, if any item or service is removed from the list of eligible services. Eligible services will be updated annually to include any new recommendations or guidelines.

Women's preventive services

These services will be provided in accordance with the age and frequency requirements of the Affordable Care Act, including, but not limited to: well-woman visits; screening for gestational diabetes, human papillomavirus (HPV), human immunodeficiency virus (HIV) and sexually transmitted disease; and counseling for contraceptive methods, breastfeeding and domestic violence.

Coverage is provided for FDA-approved contraceptive methods and counseling. Prescribed contraceptive medication will be paid in accordance with any applicable Prescription Drug benefit.

Additional Preventive Services

If not shown above as a Covered Service, the following services will also be covered without regard to any Deductible, Copayment or Coinsurance requirement that would otherwise apply:

- Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
- Immunizations for routine use in children, adolescents and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the Covered Person involved;
- With respect to Covered Persons who are infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Service Administration.

Please refer to the phone number on the back of your identification card if you have any questions or need to determine whether a service is eligible for coverage as a preventive service. For a comprehensive list of recommended preventive services, please visit www.healthcare.gov/center/regulations/prevention.html. Newly added preventive services added by the advisory entities referenced by the Affordable Care Act will start to be covered on the first plan year beginning on or after the date that is one year after the new recommendations or guideline, went into effect.

Direct Access to Obstetricians and Gynecologists

You do not need prior authorization from us or any other person (including a primary care provider) to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment Plan, or procedures for making referrals.

Selection of a Primary Care Provider

You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider.

5. The Claims and Appeals Language shall be replaced entirely with the following:

CLAIMS PROCEDURES

Types of Claims

How you file a claim for benefits depends on the type of claim it is. There are several categories of claims for benefits:

Pre-Service Care Claim - A pre-service claim is a claim for a benefit under the Plan which the terms of the Plan require approval of the benefit in advance of obtaining medical care. There are two special kinds of pre-service claims:

Urgent Care Claim - An urgent care claim is any pre-service claim for medical care or treatment where applying the timeframes for non-urgent care could (a) seriously jeopardize your life or health or your ability to regain maximum function or (b) in the opinion of a Physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. This type of claim generally includes those situations commonly treated as emergencies. Determination of **urgent** can be made by (a) an individual acting on behalf of the plan and applying the judgment of a prudent layperson that possesses an average knowledge of medicine or (b) any Physician with knowledge of your medical condition can determine that a claim involves urgent care.

Concurrent Care Claim - A concurrent care claim is a claim for an extension of the duration or number of treatments provided through a previously approved pre-service claim. Where possible, this type of claim should be filed at least 24 hours before the expiration of any course of treatment for which an extension is being sought. Additionally, if the Plan or its designee reduces or terminates a course of treatment before the end of the course previously approved (unless it's due to a health plan amendment or health plan termination), then the reduction or termination is considered an adverse benefit determination. The Plan or its designee will notify you, in advance, of the reduction or termination so that you may appeal and obtain an answer on the appeal before the benefit is reduced or terminated.

Post-Service Care Claim - A Post-Service Claim is a claim for payment or reimbursement after services have been rendered. It is any claim that is not a pre-service claim.

Who Must File

You may initiate pre-service claims yourself if you are able or your treating Physician may file the claim for you. You are responsible for filing post-service claims yourself, although the Plan or its designee may accept billings directly from providers on your behalf, if they contain all of the information necessary to process the claim.

Appointing an Authorized Representative. If you or your Dependent wish to have someone act on your behalf for purposes of filing claims, making inquiries and filing appeals, you must furnish the Plan or its designee with a signed and dated written statement designating your authorized representative. You can appoint any individual as your authorized representative. A Health Care Provider with knowledge of your medical condition can act as your authorized representative for purposes of an urgent care claim as defined above without a written designation as authorized representative. Once you appoint an authorized representative in writing, all subsequent communications regarding your claim will be provided to your authorized representative.

Time Limit for Filing a Claim

You must file claims within 12 months of receiving Covered Services. Your claim must have the data the Plan needs to determine benefits. Should you receive a request for additional information, this must be provided within the initial 12 months, unless there is proof that the provider did not file on a timely basis.

Where to File a Claim

Medical Claims

Medical Mutual of Ohio
PO Box 94648
Cleveland, OH 44101-4648

Medical Claims within Cofinity Network

Cofinity
PO Box 2720
Farmington Hills, MI 48333

Dental Claims
Mutual Health Services
PO Box 5700
Cleveland, OH 44101

Prescription Drug
CVS Caremark
PO Box 52196
Phoenix, AZ 85072-2196

Claims should be filed as indicated on your Identification Card.

What to File

The Plan Administrator and the Claims Administrator furnish claim forms. When filing claims, you should attach an itemized bill from the Health Care Provider. The Claims Administrator may require you to complete a claim form for a claim. Please make sure that the claim contains the following information:

- Employee's Name and Social Security Number or Alternate ID Number
- Patient's Name
- Name of Company/Employer

Method of Claims Delivery

Pre-service claims may be initiated by telephone. The Plan may require you to provide follow-up paperwork in support of your claim.

Other claims may be submitted by U.S. Mail, by hand delivery, by facsimile (FAX), or as a HIPAA compliant electronically filed claim.

Timing of Claims Determinations

Urgent Care Claims. If your claim involves urgent care, you or your authorized representative will be notified of the Plan's or its designee's initial decision on the claim, whether adverse or not, as soon as is feasible, but not later than 72 hours after receiving the claim. If the claim does not include sufficient information for the Plan or its designee to make an intelligent decision, you or your authorized representative will be notified within 24 hours after receipt of the claim of the need to provide additional information. You will have at least 48 hours to respond to this request; the Plan or its designee then must inform you of its decision within 48 hours of receiving the additional information. The Plan or its designee may notify you of its benefit determination decision orally and follow with written or electronic notification not later than three (3) days after the oral notification.

Concurrent Care Claims. If your claim is one involving concurrent care, the Plan or its designee will notify you of its decision, whether adverse or not, within 24 hours after receiving the claim, if the claim was for urgent care and was received by the Plan or its designee at least 24 hours before the expiration of the previously approved time period for treatment or number of treatments. You will be given time to provide any additional information required to reach a decision. If your concurrent care claim does not involve urgent care or is filed less than 24 hours before the expiration of the previously approved time period for treatment or number of treatments, the Plan or its designee will respond according to the type of claim involved (i.e., urgent, other pre-service or post-service).

Other Pre-Service Claims. If your claim is for any other pre-service authorization, the Plan or its designee will notify you of its initial determination, whether adverse or not, as soon as possible, but not more than 15 days from the date it receives the claim. This 15-day period may be extended by the Plan or its designee for an additional 15 days if the extension is required due to matters beyond the Plan's or its designee's control. The Plan or its designee will notify you of such an extension and date by which it expects to render a decision.

If an extension is needed because you did not provide all of the necessary information to process your claim, the Plan or its designee will notify you, in writing, within the initial 15 day response period and will

specifically describe the missing information. You will have at least 45 days to provide any additional information requested of you by the Plan or its designee.

Post-Service Claims. If your claim is for a post-service reimbursement or payment of benefits, the Plan or its designee will notify you within 30 days of receipt of the claim that the claim has been approved or denied. The 30 days can be extended to 45, if the Plan or its designee notifies you within the initial 30 days of the circumstances beyond the Plan's or its designee's control that require an extension of the time period, and the date by which the Plan or its designee expects to render a decision.

If more information is necessary to decide a post-service claim, the Plan or its designee will deny the claim and notify you of the specific information necessary to complete the claim.

Notice of Claims Denial (Adverse Benefit Determination)

If, for any reason, your claim is denied, in whole or in part, you will be provided with a written notice of adverse benefit determination in a culturally and linguistically appropriate manner containing the following information:

1. Information sufficient to identify the claim involved, including the date of service, healthcare provider, and claim amount (if applicable);
2. The specific reason(s) why the claim or a portion of it was denied, including the denial code and its corresponding meaning;
3. Reference to specific plan provisions on which the denial was based;
4. If the denial relied upon any internal rules, guidelines or protocols, a statement that you may request a copy of the rule, guideline or protocol, which will be provided free of charge;
5. If the denial was based in whole or in part on Medical Necessity, Experimental/Investigative treatment or a similar limit or exclusion, a statement that you may request the scientific or clinical judgment for the determination which applies the terms of the plan to the patient's medical circumstances, which will be provided free of charge;
6. Notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
7. Disclosure of the availability of assistance with the appeal process from the Ohio Department of Insurance if your Plan is regulated by the Ohio Department of Insurance;
8. What additional information, if any, is required to perfect the claim and why the information is necessary; and
9. A description of the Plan's or its designee's appeal procedures and applicable time limits, including the expedited appeal process, if applicable.

FILING A COMPLAINT

If you have a complaint, please call or write to Customer Service at the telephone number or address listed on your Explanation of Benefits (EOB) form and/or identification card. To expedite the processing of an inquiry, the Employee should have the following information available:

- name of patient
- identification number
- claim number(s) (if applicable)
- date(s) of service

If your complaint is regarding a claim, a Customer Service representative will review the claim for correctness in processing. If the claim was processed according to terms of the Summary Plan Description, the Customer Service representative will telephone the Employee with the response. If attempts to telephone the Employee are unsuccessful, a letter will be sent explaining how the claim was processed. If an adjustment to the claim is required, the Employee will receive a check, Explanation of Benefits or letter explaining the revised decision.

If you are not satisfied with the results, and your complaint is regarding an adverse benefit determination, you may continue to pursue the matter through the appeal process.

Additionally, the Customer Service Representative will notify you of how to file an appeal.

APPEALS PROCEDURES

Definitions

For the purposes of this "APPEALS PROCEDURES" Section, the following terms are defined as follows:

Adverse Benefit Determination – a decision by a Health Plan Issuer:

- to deny, reduce, or terminate a requested Health Care Service or payment in whole or in part, including all of the following:
 - a determination that the Health Care Service does not meet the Health Plan Issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness, including Experimental or Investigational treatments;
 - a determination of an individual's eligibility for individual health insurance coverage, including coverage offered to individuals through a nonemployer group, to participate in a plan or health insurance coverage;
 - a determination that a Health Care Service is not a Covered Service;
 - the imposition of an exclusion, including exclusions for pre-existing conditions, source of injury, network, or any other limitation on benefits that would otherwise be covered.
- Not to issue individual health insurance coverage to an applicant, including coverage offered to individuals through a non-employer group;
- To Rescind coverage on a Health Benefit Plan.

Authorized Representative – an individual who represents a Covered Person in an internal appeal process or external review process, who is any of the following: (1) a person to whom a Covered Person has given express written consent to represent that person in an internal appeal process or external review process; (2) a person authorized by law to provide substituted consent for a Covered Person; or (3) a family member or a treating health care professional, but only when the Covered Person is unable to provide consent.

Covered Service – please refer to the definition of this term in the Definitions Section in this SPD.

Covered Person – please refer to the definition of this term in the Definitions Section of this SPD.

Emergency Medical Condition – a medical condition that manifests itself by such acute symptoms of sufficient severity, including severe pain that a prudent layperson with an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in any of the following:

- Placing the health of the covered person or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part.

Emergency Services –

- A medical screening examination, as required by federal law, that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department, to evaluate an Emergency Medical Condition;
- Such further medical examination and treatment that are required by federal law to stabilize an Emergency Medical Condition and are within the capabilities of the staff and facilities available at the hospital, including any trauma and burn center of the hospital.

Final Adverse Benefit Determination – an Adverse Benefit Determination that is upheld at the completion of the Plan's internal appeal process.

Health Benefit Plan – a policy, contract, certificate, or agreement offered by a Health Plan Issuer to provide, deliver, arrange for, pay for, or reimburse any of the costs of Health Care Services.

Health Care Services – services for the diagnosis, prevention, treatment, cure, or relief of a health condition, illness, injury, or disease.

Health Plan Issuer – an entity subject to the insurance laws and rules of this state, or subject to the jurisdiction of the Superintendent of insurance, that contracts, or offers to contract to provide, deliver, arrange for, pay for, or reimburse any of the costs of Health Care Services under a Health Benefit Plan, including a sickness

and accident insurance company, a health insuring corporation, a fraternal benefit society, a self-funded multiple employer welfare arrangement, or a nonfederal, government health plan.

"Health plan issuer" includes a third party administrator to the extent that the benefits that such an entity is contracted to administer under a Health Benefit Plan are subject to the insurance laws and rules of this state or subject to the jurisdiction of the Superintendent.

Independent Review Organization – an entity that is accredited to conduct independent external reviews of Adverse Benefit Determinations.

Rescission or to Rescind – a cancellation or discontinuance of coverage that has a retroactive effect. "Rescission" does not include a cancellation or discontinuance of coverage that has only a prospective effect or a cancellation or discontinuance of coverage that is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

Stabilize – the provision of such medical treatment as may be necessary to assure, within reasonable medical probability that no material deterioration of a Covered Person's medical condition is likely to result from or occur during a transfer, if the medical condition could result in any of the following:

- Placing the health of the Covered Person or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;
 - Serious impairment to bodily functions;
 - Serious dysfunction of any bodily organ or part.
- In the case of a woman having contractions, "stabilize" means such medical treatment as may be necessary to deliver, including the placenta.

Superintendent – the superintendent of insurance.

Utilization Review – a process used to monitor the use of, or evaluate the clinical necessity, appropriateness, efficacy, or efficiency of, health care services, procedures, or settings.

How and When to File a Claims Appeal

If you dispute an Adverse Benefit Determination, you may file an appeal within 180 days of receipt of the notice of Adverse Benefit Determination. This appeal must be in writing (unless the claim involves urgent care, in which case the appeal may be made orally). Your request for review must contain the following information:

1. Your name and address;
2. Your reasons for making the appeal; and
3. The facts supporting your appeal.

You can submit your appeal by calling 1-800-367-3762. You may also submit your appeal in writing by sending your request to:

Member Appeals
PO Box 5700
Cleveland, Ohio 44101
1-800-367-3762

Prescription Appeals
CVS Caremark
Appeals Department
MC109
PO Box 52084
Phoenix, AZ 85072
Fax: 866-689-3092

There is no fee to file an appeal. Appeals can be filed regardless of the claim amount at issue.

First Level Mandatory Internal Appeal

The Plan provides all members a mandatory internal appeal level. You must complete this mandatory internal appeal before any additional action is taken, except when exhaustion is unnecessary as described in the following sections.

In connection with your right to appeal the adverse benefit determination, you also:

1. May review relevant documents and submit issues and comments in writing;
2. Will be given the opportunity to submit written comments, documents, records, and testimony or any other matter relevant to your claim;
3. Will, at your request and free of charge, be given reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits;
4. Will be given a review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, regardless of whether such information was submitted or considered in the initial benefit determination;
5. Will be provided free of charge with copies of any new or additional evidence that the Plan or its designee considers, relies upon or generates before a notice of Final Adverse Benefit Determination is issued, and you will have an opportunity to respond before the Plan's or its designee's time frame for issuing a notice of Final Adverse Benefit Determination has expired;
6. Will be provided free of charge with any new or additional rationale upon which a Final Adverse Benefit Determination is based before the notice of Final Adverse Benefit Determination is issued, and you will have an opportunity to respond before the Plan's or its designee's timeframe for issuing a notice of Final Adverse Benefit Determination has expired; and
7. May request an external review at the same time you request an internal appeal for an urgent care claim or for a concurrent care claim that is urgent.

The claim review will be subject to the following rules:

1. The claim will be reviewed by an appropriate party, who is neither the individual who made the initial denial nor a subordinate of that individual.
2. The review will be conducted without giving deference to the initial denial.
3. If the initial denial was based in whole or in part on a medical judgment (including any determinations of Medical Necessity or Experimental/Investigative treatment), the reviewer will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. This medical expert shall not be an individual who was consulted on the initial claim denial nor the subordinate of such an individual. Any medical experts consulted in the review process shall be identified by name. Health care professionals who conduct the appeal act independently and impartially. Decisions to hire, compensate, terminate, promote or retain these professionals are not based in any manner on the likelihood that these professionals will support a denial of benefits.
4. You will receive continued coverage pending the outcome of the appeals process. For this purpose, the Plan or its designee may not reduce or terminate benefits for an ongoing course of treatment without providing advance notice and an opportunity for advance review. If the Plan's Adverse Benefit Determination is upheld, you may be responsible for the payment of services you receive while the appeals process was pending.

Timetable for Deciding Appeals

The Plan Administrator must issue a review decision on your appeal according to the following timetable:

Urgent Care Claims – as soon as possible, taking into account the medical exigencies, but not later than 72 hours after receiving your request for a review.

Pre-Service Claims – within a reasonable period of time appropriate to the medical circumstances, but not later than 30 days after receiving your request for a review.

Post-Service Claims - not later than 30 days after receiving your request for a review.

Decisions will be issued on concurrent claim appeals within the time frame appropriate for the type of concurrent care claim (i.e., urgent, other pre-service or post-service).

Notice of Final Adverse Benefit Determination after Appeal

If the appeal has been either partially or completely denied, you will be provided with a written notice of Final Adverse Benefit Determination in a culturally and linguistically appropriate manner containing the following information:

1. Information sufficient to identify the claim involved, including the date of service, healthcare provider, and claim amount (if applicable);
2. The specific reasons for the Final Adverse Benefit Determination, including the denial code and its corresponding meaning;
3. Reference to the specific plan provisions on which the Final Adverse Benefit Determination is based;
4. A statement that you may request reasonable access to and copies of all documents, records and other information relevant to your appealed claim for benefits, which shall be provided to you without charge;
5. If the Final Adverse Benefit Determination relied upon any internal rules, guidelines or protocols, a statement that you may request a copy of the rule, guideline or protocol, which will be provided to you without charge;
6. If the Final Adverse Benefit Determination was based in whole or in part on Medical Necessity, Experimental/Investigative treatment or a similar limit or exclusion, a statement that you may request the scientific or clinical judgment for the determination which applies the terms of the plan to the patient's medical circumstances, which will be provided to you without charge;
7. Notice of the availability, upon request, of the diagnosis code and treatment code and their corresponding meanings, if applicable;
8. Disclosure of the availability of assistance with the appeal process from the Ohio Department of Insurance if your Plan is regulated by the Ohio Department of Insurance;
9. A discussion of the decision;
10. A description of the Plan's or its designee's applicable appeal procedures.

What Happens After the First Level Mandatory Internal Appeal

If your claim is denied at the mandatory first level internal appeal level, you may be eligible for either the External Review Process by an Independent Review Organization for Adverse Benefit Determinations involving medical judgment or the External Review Process by the Ohio Department of Insurance for contractual issues that do not involve medical judgment.

Second Level External Review Process for Non-Federal Governmental Health Plans

A. Contact Information for Filing an External Review

Member Appeals
PO Box 5700
Cleveland, Ohio 44101
1-800-367-3762

B. Understanding the External Review Process

Under Chapter 3922 of the Ohio Revised Code all Health Plan Issuers must provide a process that allows a person covered under a Health Benefit Plan or a person applying for Health Benefit Plan coverage to request an independent external review of an Adverse Benefit Determination. This is a summary of that external review process. An Adverse Benefit Determination is a decision by the Plan to deny a requested Health Care Service or payment because services are not covered, are excluded, or limited under the plan, or the Covered Person is not eligible to receive the benefit.

The Adverse Benefit Determination may involve an issue of Medical Necessity, appropriateness, health care setting, or level of care or effectiveness. An Adverse Benefit Determination can also be a decision to deny Health Benefit Plan coverage or to Rescind coverage.

C. Opportunity for External Review

An external review may be conducted by an Independent Review Organization (IRO) or by the Ohio Department of Insurance. The Covered Person does not pay for the external review. There is no minimum cost of Health Care Services denied in order to qualify for an external review. However, the Covered Person must generally exhaust the Plan's mandatory internal appeal process before seeking an external review. Exceptions to this requirement will be included in the notice of the Adverse Benefit Determination.

1. External Review by an IRO

A Covered Person is entitled to an external review by an IRO in the following instances:

- The Adverse Benefit Determination involves a medical judgment or is based on any medical information
- The Adverse Benefit Determination indicates the requested service is Experimental or Investigational, the requested Health Care Service is not explicitly excluded in the Covered Person's Health Benefit Plan, and the treating physician certifies at least one of the following:
 - Standard Health Care Services have not been effective in improving the condition of the Covered Person
 - Standard Health Care Services are not medically appropriate for the Covered Person
 - No available standard Health Care Service covered by the Plan is more beneficial than the requested Health Care Service

There are two types of IRO reviews, standard and expedited. A standard review is normally completed within 30 days. An expedited review for urgent medical situations is normally completed within 72 hours and can be requested if any of the following applies:

- The Covered Person's treating physician certifies that the Adverse Benefit Determination involves a medical condition that could seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function if treatment is delayed until after the time frame of an expedited internal appeal, and the Covered Person has filed a request for an expedited internal appeal.
- The Covered Person's treating physician certifies that the Final Adverse Benefit Determination involves a medical condition that could seriously jeopardize the life or health of the Covered Person or would jeopardize the Covered Person's ability to regain maximum function if treatment is delayed until after the time frame of a standard external review.
- The Final Adverse Benefit Determination concerns an admission, availability of care, continued stay, or Health Care Service for which the Covered Person received Emergency Services, but has not yet been discharged from a facility.
- An expedited internal appeal is already in progress for an Adverse Benefit Determination of Experimental or Investigational treatment and the Covered Person's treating physician certifies in writing that the recommended Health Care Service or treatment would be significantly less effective if not promptly initiated.

NOTE: An expedited external review is not available for retrospective Final Adverse Benefit Determinations (meaning the Health Care Service has already been provided to the Covered Person).

2. External Review by the Ohio Department of Insurance

A Covered Person is entitled to an external review by the Department in either of the following instances:

- The Adverse Benefit Determination is based on a contractual issue that does not involve a medical judgment or medical information.
- The Adverse Benefit Determination for an Emergency Medical Condition indicates that medical condition did not meet the definition of emergency AND the Plan's decision has already been upheld through an external review by an IRO.

D. Request for External Review

Regardless of whether the external review case is to be reviewed by an IRO or the Department of Insurance, the Covered Person, or an Authorized Representative, must request an external review through the Plan within 180 days of the date of the notice of final adverse benefit determination issued by the Plan.

All requests must be in writing, including by electronic means, except for a request for an expedited external review. Expedited external reviews may be requested orally. The Covered Person will be required to consent to the release of applicable medical records and sign a medical records release authorization.

If the request is complete and eligible the Plan will initiate the external review and notify the Covered Person in writing, or immediately in the case of an expedited review, that the request is complete and eligible for external review. The notice will include the name and contact information for the assigned IRO or the Ohio Department of Insurance (as applicable) for the purpose of submitting additional information. When a standard review is requested, the notice will inform the Covered Person that, within 10 business days after receipt of the notice, they may submit additional information in writing to the IRO or the Ohio Department of Insurance (as applicable) for consideration in the review. The Plan will also forward all documents and information used to make the Adverse Benefit Determination to the assigned IRO or the Ohio Department of Insurance (as applicable).

If the request is not complete the Plan will inform the Covered Person in writing and specify what information is needed to make the request complete. If the Plan determines that the Adverse Benefit Determination is not eligible for external review, the Plan must notify the Covered Person in writing and provide the Covered Person with the reason for the denial and inform the Covered Person that the denial may be appealed to the Ohio Department of Insurance.

The Ohio Department of Insurance may determine the request is eligible for external review regardless of the decision by the Plan and require that the request be referred for external review. The Department's decision will be made in accordance with the terms of the Health Benefit Plan and all applicable provisions of the law.

E. IRO Assignment

When the Plan initiates an external review by an IRO, the Ohio Department of Insurance web based system randomly assigns the review to an accredited IRO that is qualified to conduct the review based on the type of Health Care Service. An IRO that has a conflict of interest with the Plan, the Covered Person, the health care provider or the health care facility will not be selected to conduct the review.

F. Reconsideration by the Plan

If you submit information to the Independent Review Organization or the Ohio Department of Insurance to consider, the Independent Review Organization or Ohio Department of Insurance will forward a copy of the information to the Plan. Upon receipt of the information, the Plan may reconsider its Adverse Benefit Determination and provide coverage for the Health Care Service in question. Reconsideration by the Plan will not delay or terminate an external review. If the Plan reverses an Adverse Benefit Determination, the Plan will notify you in writing and the Independent Review Organization will terminate the external review.

G. IRO Review and Decision

The IRO must consider all documents and information considered by the Plan in making the Adverse Benefit Determination, any information submitted by the Covered Person and other information such as; the Covered Person's medical records, the attending health care professional's recommendation, consulting reports from appropriate health care professionals, the terms of coverage under the Health Benefit Plan, the most appropriate practice guidelines, clinical review criteria used by the Health Plan Issuer or its Utilization Review organization, and the opinions of the IRO's clinical reviewers.

The IRO will provide a written notice of its decision within 30 days of receipt by the Plan of a request for a standard review or within 72 hours of receipt by the Plan of a request for an expedited review. This notice will be sent to the Covered Person, the Plan and the Ohio Department of Insurance and must include the following information:

- A general description of the reason for the request for external review
- The date the Independent Review Organization was assigned by the Ohio Department of Insurance to conduct the external review
- The dates over which the external review was conducted
- The date on which the Independent Review Organization's decision was made
- The rationale for its decision
- References to the evidence or documentation, including any evidence-based standards, that were used or considered in reaching its decision

NOTE: Written decisions of an IRO concerning an Adverse Benefit Determination that involves a health care treatment or service that is stated to be Experimental or Investigational also includes the principle reason(s)

for the IRO's decision and the written opinion of each clinical reviewer including their recommendation and their rationale for the recommendation.

H. Binding Nature of External Review Decision

An external review decision is binding on the Plan except to the extent the Plan has other remedies available under state law. The decision is also binding on the Covered Person except to the extent the Covered Person has other remedies available under applicable state or federal law.

A Covered Person may not file a subsequent request for an external review involving the same Adverse Benefit Determination that was previously reviewed unless new medical or scientific evidence is submitted to the Plan.

I. If You Have Questions About Your Rights or Need Assistance

You may contact the Plan at the Customer Service telephone number listed on your identification card. You may also contact the Ohio Department of Insurance:

Ohio Department of Insurance
ATTN: Consumer Affairs
50 West Town Street, Suite 300
Columbus, Ohio 43215-4186
Telephone: 800.686.1526 / 614-644-2673
Fax: 614-644-3744
TDD: 614-644-3745

Contact ODI Consumer Affairs:

<https://secured.insurance.ohio.gov/ConsumServ/ConServComments.asp>

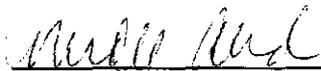
File a Consumer Complaint:

<http://insurance.ohio.gov/Consumer/OCS/Pages/ConsComp1.aspx>

LEGAL ACTION

You may not begin any legal action until you have followed the procedures and exhausted the administrative remedies described in this section. These review procedures shall be the exclusive mechanism through which determinations of eligibility and benefits may be appealed. No action, at law or in equity, shall be brought to recover benefits within 60 days after Medical Mutual receives written proof in accordance with this Summary Plan Description that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified.

Buckeye Ohio Risk Management Association (BORMA) City of Sandusky adopts the terms and conditions set forth in this Amendment as of the effective date, regardless of the date signed below.



Signature on behalf of the Plan



Printed Name and Title

Date: 1/24/13



VISION SERVICE PLAN
Benefit Outline – Standard Plan
CITY OF SANDUSKY

BENEFITS:

Exam	Once every 12 months
Lenses	Once every 12 months
Frame	Once every 24 months

COPAYMENT:

\$20.00

	<u>Services from a VSP Doctor</u> ¹	<u>Services from an Out-of-Network Provider</u>
Exam	Covered in full	up to \$ 35.00
Single Vision Lenses	Covered in full	up to \$ 25.00
Bifocal Lenses	Covered in full	up to \$ 40.00
Trifocal Lenses	Covered in full	up to \$ 55.00
Lenticular Lenses	Covered in full	up to \$ 80.00
Frame	A wide selection of frames are covered in full ²	up to \$ 45.00
Contact Lenses (instead of a complete pair of prescription glasses) ³		
Medically Necessary	Covered in full	up to \$ 210.00
Elective	up to \$ 105.00	up to \$ 105.00

Obtaining services from a VSP doctor: When you want to obtain vision care services, call a VSP doctor to make an appointment. For details on how you locate a VSP doctor, contact your benefits representative or call VSP at 800-877-7195 to request a VSP doctor listing. Make sure you identify yourself as a VSP member, and be prepared to provide the covered member's social security number. The VSP doctor will contact VSP to verify your eligibility and plan coverage, and will also obtain authorization for services and materials. If you are not currently eligible for services, the VSP doctor is responsible for communicating this to you. VSP will pay the doctor directly for covered services and materials.

Obtaining services from an out-of network provider: Services and materials obtained from an out-of-network provider will be reimbursed up to amounts on the above schedule less any copayments. For out-of-network reimbursement, pay the entire bill when you receive services, then send your itemized receipts and full patient and member information to VSP. Claims must be submitted to VSP within six months from your date of service. Please keep a copy of the information for your records and send the originals to the following address: Vision Service Plan, Out-of-Network Provider Claims, P.O. Box 997105, Sacramento, CA 95899-7105.

ADDITIONAL BENEFITS:

Laser Vision Correction: VSP's Laser VisionCareSM program is also available to those covered under this VSP WellVision[®] Plan. It is designed to provide members with a discount off laser surgery when obtained through VSP contracted doctors, surgeons and laser centers. This program includes the two most common laser vision correction procedures, laser-assisted in-situ keratomileusis (LASIK) and photorefractive keratectomy (PRK). Call your VSP doctor to check if he or she is participating in the program. Doctors can also be located on VSP's Web site at www.vsp.com or by calling 888-354-4434.

1. When an exam and/or materials are received from a VSP doctor, the patient will have no out-of-pocket expense other than the copayment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 mm or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance. VSP doctors offer valuable savings including a 20 percent discount on non-covered pairs of prescription glasses (lenses and frame). Services must be received within 12 months from the same VSP doctor who provided your last covered eye exam. You can also save 15 percent off the cost of your contact lens exam when you receive contact lens services from VSP. (This discount does not apply to the contact lens materials).
2. Your VSP benefit provides guaranteed savings whether you choose a frame that is covered in full or one that exceeds the plan allowance. If you choose a frame valued at more than the plan's allowance, the difference you'll pay is based on VSP's low, discounted member pricing. Have your doctor help you choose the best frame for you based on your VSP coverage.
3. The allowance is in addition to the 15 percent discount on the contact lens exam. The allowance is applied to both the contact lens exam (fitting and evaluation) and the contact lenses. Any costs exceeding this allowance are the patient's responsibility. The contact lens exam is a special exam for ensuring proper fit of your contacts and evaluating your vision with the contacts. Medically necessary contact lenses must be prescribed by your doctor (as required for certain medical conditions) and approved by VSP.

THIS IS ONLY A SUMMARY, FOR FURTHER INFORMATION SEE YOUR EMPLOYER'S BENEFIT REPRESENTATIVE
VISION SERVICE PLAN MEMBER SERVICES SUPPORT 800-877-7195
Visit our Web site at <http://www.vsp.com>

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FLEXIBLE SPENDING 125 PLAN

Through this program, City employees can use **tax-free** dollars to pay for eligible out-of pocket health care and day care expenses. Paying for these expenses with tax-free dollars can save a minimum of 23% in taxes.

The plan works as follows:

- ◆ Prior to the beginning of the year (during open enrollment), the employee estimates what his/her health care and/or day care expenses will be for the year (up to \$5,000).
- ◆ This amount is then deducted from the employee's paychecks in equal installments throughout the year **before** taxes are calculated. The amount deducted is then placed into a health care and/or day care reimbursement account.
- ◆ The employee then submits a claim for eligible expenses **incurred** throughout the year and is reimbursed from his/her account. Claims are processed and reimbursed on the 1st and 16th of each month.
- ◆ Claims administrator is Gallagher Benefit Administrators P. O. Box 7007 Troy, MI 48007-7007; phone 800.821.8197.

EXAMPLES OF ELIGIBLE HEALTH CARE EXPENSES

- | | |
|----------------------------------------|----------------------------------------|
| • Doctor's fees | • Lab fees |
| • Dental fees | • Immunizations |
| • Certain over-the-counter medications | • Prescription drugs/co-payments |
| • Contact lenses/solutions | • Medical plan deductibles/co-payments |
| • Prescription eyeglasses | • Radial Keratotomy, PRK, Lasik |
| • Hearing aids/batteries | • Insulin |

A list of eligible and non-eligible health care expenses are also provided in IRS publication 502. Please note the following two exceptions:

1. Premiums are tax deductible on your personal tax return but not reimbursed through your health care flexible spending account
2. Over-the-counter drugs are not tax deductible on your personal tax return but are reimbursed through your health care flexible spending account.

List of eligible and non-eligible dependent care expenses are provided in IRS publication 503. Both publications are available from the IRS by calling 1-800-829-1040 or can be found on the World Wide Web at <http://www.irs.ustreas.gov>. You may also contact Gallagher Benefit Administrators with questions at 1-800-821-8197.

For more information regarding the Flexible Spending Plan, please contact the Finance Department (419.627.5889).

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DRUG FREE WORKPLACE

AND

DRUG TESTING/EAP PROGRAM

CITY OF SANDUSKY

REVISED: _____, 2004

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HISTORICAL OVERVIEW RELATED TO DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988 established that employers who are federal contractors with contracts of \$25,000.00 or more must provide and maintain a drug-free workplace by satisfying the following requirements.

1. Publishing a policy statement prohibiting the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace and specifying what actions will be taken against employees who violate the policy;
2. Establishing a drug-free awareness program to inform employees of the dangers of drug abuse in the workplace and of the availability of drug counseling, rehabilitation and the employee assistance program;
3. Providing employees working under the program with a copy of the policy.
4. Including in the policy statement a notice to employees that, as a condition of employment, they must abide by the policy and must notify the employer if they are convicted of a criminal drug offense occurring in the workplace within five days after the conviction;
5. Notifying the contracting agency...(NA)
6. Imposing sanctions (including, but not limited to, termination) on the convicted employee or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program; and
7. Making a good faith effort to maintain a drug-free workplace by satisfying the foregoing requirements.

HISTORICAL OVERVIEW RELATED TO COMMERCIAL VEHICLES

In 1984, Congress enacted the Motor Carrier Safety Act (49 U.S.C. app. 2501-2520). The regulations which followed this law, the Federal Motor Carrier Safety Regulations (FMCSR), provide safety guidelines for operating commercial motor vehicle including:

City of Sandusky
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- a. Driver Qualification Requirements (49 CFR Part 391)
- b. Operating Rules (49 CFR part 392)
- c. Parts and Accessories (49 CFR part 393)
- d. Hours of Services (49 CFR part 395)
- e. Inspection, Repair, Maintenance (49 CFR part 396)
- f. Transportation of Hazardous materials: driving and parking rules (49 CFR part 397)

The Federal Highway Administration (FHWA) had regulatory authority over motor carriers. This law applied to private sector motor carriers.

In 1986, Congress passed the **Commercial Motor Vehicle Safety Act** that included Federal, State and local governments in the definition of employers (49 U.S.C. app. 2701 et. sig.). This act required the issuance of commercial driver's licenses to all drivers operating large commercial motor vehicles in interstate and intrastate commerce.

On October 28, 1991, President George Bush signed the **Omnibus Transportation Employee Testing Act of 1991** (Pub. L. 102-143, Title V). This act required the Department of Transportation (DOT) to prescribe regulations requiring testing of safety-sensitive employees in the aviation, highway, rail and transit industries for alcohol and controlled substance use.

The 1991 Act states:

All employers, including political subdivisions of the state, of operators of commercial motor vehicles (CMV) must establish and maintain programs to combat drug and alcohol abuse, including testing of commercial motor vehicle drivers for the use of alcohol and controlled substances.

The final rules issued February 15, 1994, 59 FR 7302, the Department of Transportation cited statistics gathered by the National transportation Safety Board indicating that thirty-three percent (33%) of the fatally injured CMV operators tested positive for alcohol or drugs. The National Safety Council estimates that one on-the-job accident is four (4) times more costly than one that occurs in a personal vehicle. An average cost to employers is \$168,000 for fatal accidents and \$6,900 for non-fatal accidents.

II. DRUG AND ALCOHOL POLICY

A. Purpose

1. The City recognizes that the ability of an employee to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote public safety, to provide employees who may be drug or alcohol dependent with an opportunity for treatment to be productive employees of the City, the City has this drug and alcohol policy. It is the purpose of this policy to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:
 - a. Dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to employees, the general public, or other employees of the City;
 - b. Providing information through training regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs;
 - c. Providing assistance to an employee with drug or alcohol dependency problems; and
 - d. Disciplining an employee whose work performance is adversely affected by substance abuse or who fails to comply with the requirements of this Policy.
2. Recognizing that drug and alcohol abuse are treatable illnesses that should be dealt with initially by treatment and education, it is the City's desire to prevent and rehabilitate rather than terminate an employee that is alcohol and/or drug dependent when practicable. No employee will be discharged for voluntarily seeking assistance for a substance abuse problem; however, co-occurring work performance may result in disciplinary action up to and including termination.
3. All new employees and re-hired employees who drive City vehicles are subject to pre-employment testing. All new employees will receive a copy of this policy during their orientation. No employee shall be tested until a copy of this policy is provided to the employee.

B. Definitions

Alcohol use means the consumption of any beverage, mixture, or preparation, including a medication, containing alcohol.

Confirmation Test For alcohol testing means a second test, following a screening test with a result of more than 0.02 grams of the person's breath, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Controlled Substance means any illegal drugs and prescription medications or non-prescription medications.

Illegal Drugs means those substances listed in ORC 3719.41 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

Medical Review Officer (MRO) means a licensed physician responsible for receiving laboratory results generated by the City's controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

On-duty means all time while the employee is at work, attending training, or operating a city-owned vehicle.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol.

Screening test for alcohol means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional (SAP) means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under the Influence means the employee has consumed some alcohol and/or controlled substance, regardless of quantity.

III. Voluntary Request for Assistance

1. An employee may voluntarily enter rehabilitation prior to being required to submit to alcohol and controlled substance testing. An employee shall not be disciplined for voluntarily entering rehabilitation, provided the employee:
 - a. Agrees to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional (SAP) or physician involved;
 - b. Discontinues use of illegal drugs or misuse of alcohol;
 - c. Agrees to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City Manager and the Law Director or his or her designees, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;
 - d. Completes any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty, at the employee's expense; and
 - f. However, an employee may still be subject to discipline up to and including termination for the underlining act caused by being under the influence of alcohol and/or drugs.

2. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his or her duties or whose continuance on active status would constitute a direct threat to property or safety.

IV. Prohibited Actions

Employees covered by this policy are prohibited from engaging in the following:

1. Reporting to duty or remaining on duty while having an alcohol concentration of greater than 0.02;
2. Reporting to duty or remaining on duty while under the influence of alcohol and/or a controlled substance;
3. Intentionally using a prescription medication contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug;
4. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs, unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job duties) or if the employee tests positive for controlled substances;
5. Possessing alcohol or illegal drugs while on duty;
6. Using alcohol or controlled substances (unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job) while on duty;
7. Using alcohol or a controlled substance for eight (8) hours following an accident in which the employee is required to submit to post-accident testing or until the employee undergoes post-accident testing, whichever occurs first;

8. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test; and
9. Failing to notify the City Manager and/or designee within three (3) working days of being arrested, charged, or convicted of a criminal or traffic offense involving drugs or alcohol. It is further understood that compliance with the notification required shall not prohibit appropriate discipline based upon the specific facts and circumstances.

V. Use of Medication

1. An employee is required to report to his or her Supervisor the use of any prescription or non-prescription medicines that may impair or interfere with the safe performance of the employee's job.
2. At the time any medication is prescribed to an employee, the employee shall ask the treating physician whether the medication will impair or interfere with the safe performance of the employee's job. The employee shall be required to produce a signed statement from the treating physician stating how the medication may impair the employee's ability to perform his/her job and/or interfere with the safe performance of the employee's job.
3. If it is determined by a licensed physician that the medication will impair or interfere with the safe performance of the employee's job, the City will adhere to federal and state regulations and local home rule in accordance with this policy.

VI. Post-Accident Testing

1. An employee shall be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash any person:
 - a. Suffers bodily injury requiring off-site medical attention; or
 - b. Dies.
2. An employee may be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash:

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- a. A traffic citation is issued to the employee for a moving violation in connection with a vehicular crash;
 - b. A vehicle is damaged and the cost to repair is \$500.00 or more and/or some type of personal injury is sustained;
 - c. Non-vehicular property is damaged; or
 - d. The Supervisor has reasonable suspicion to believe the traffic crash was related to alcohol and or drugs.
3. Employees other than the operator of the motor vehicle may be required to submit to drug and alcohol testing, if the performance of an employee, other than the operator, may have contributed to the accident.
 4. An employee who is subject to a post-accident test shall remain readily available for such test or shall be deemed to have refused to submit to testing. Unless emergency personnel transport the employee, a representative of the City shall transport the employee to the collection site.
 5. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain or render assistance in responding to the accident.
 6. Following the completion of the test, the employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.
 7. Following a positive alcohol or controlled substance test result, the employee shall be disciplined in accordance with this policy.

VII. Reasonable Suspicion Testing

1. The City may require an employee to submit to an alcohol and/or controlled substance test whenever it has **reasonable suspicion** to believe that an employee has violated the prohibitions of this policy. A Supervisor who has completed the City's drug and alcohol Supervisor training shall make the determination of reasonable suspicion.
2. Any of the following, alone or in combination, **not all inclusive**, may constitute **reasonable suspicion**:

**City of Sandusky
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- a. Odor of alcoholic beverage on breath
 - b. Slurred and/or thick speech
 - c. Staggered gait (Unsteady walking and movement)
 - d. Vertical and/or horizontal nystagmus
 - e. Abnormally constricted pupils which are non-responsive to light
 - f. Abnormally dilated pupils which are non-responsive to light
 - g. Loss of attention span under controlled conditions
 - h. Inability to comprehend under controlled conditions
 - i. Hallucinating
 - j. An accident involving City property, where there is reason to believe that employee impairment may have been a factor regardless of whether the accident meets the requirements for post-accident testing
 - k. Possession of alcohol on the job
 - l. Possession of an illegal drug
 - m. Possession of a prescription drug on the job without a valid prescription
 - n. Objective symptoms of drug usage identified by a trained medical practitioner or law enforcement officer.
3. Any Supervisor directing an employee to submit to an alcohol and/or controlled substance test shall give the employee a reasonable opportunity, prior to the test, to request the presence of, or to seek advice from a representative. The member and the employee's representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the Supervisor. The exercise of these rights shall not unreasonably delay the collection of the test sample. For alcohol tests, "unreasonable delay" means more than 20 minutes; for drug tests, "unreasonable delay" means more than 1 hour.
 4. Any Supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing, on the form provided by the City, the facts constituting **reasonable suspicion** that the employee in question is under the influence of drugs or alcohol.
 5. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.

6. The employee shall be placed on paid administrative leave pending the outcome of the reasonable suspicion testing.
7. If both the alcohol and controlled substance test results are negative, and no other work rule violation(s) have occurred, the employee shall be returned to his/her position. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.
8. The Supervisor shall arrange for the employee to be safely transported home after the employee has undergone or refused to submit to the reasonable suspicion testing.

VIII. Random Testing

1. Random testing will be performed for employees who drive the City's commercial motor vehicles (CMV) and operate or perform safety sensitive equipment.
2. At least twenty-five percent (25%) of employees annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year.
3. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall return to duty after providing the requested breath, urine, or blood samples.
4. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.

IX. Return-to-Duty Testing

1. Before an employee who has been found to be in violation of the prohibitions set out in policy, may return to duty, the employee must successfully undergo testing for alcohol and controlled substances. The results of the alcohol test or controlled substance test must be negative.

2. Any employee whose return to duty test results are greater than 0.00 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests shall be the responsibility of the employee at the time the test is administered and shall be subtracted from the employee's last pay.

X. Follow-up Testing

1. When an employee has been found to be in violation of the prohibitions set out in this policy, and the SAP has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of six (6) unannounced follow-up tests per twelve months for thirty-six (36) months or as directed by the SAP and as a condition of continued employment the employee shall follow the recommendations of the SAP.
2. Any employee whose follow-up test results are greater than 0.02 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests are the responsibility of the employee at the time the test is administered.

XI. Refusal to Submit to Test

1. Actions constituting a refusal to submit to a test include:
 - a. Failing to provide adequate breath for alcohol testing;
 - b. Failing to provide adequate urine for controlled substance testing;
 - c. Failing to provide a blood sample for controlled substance testing;
 - d. Engaging in conduct that clearly obstructs the testing procedure / process;
 - e. Failing to remain readily available for a post-accident test.
2. If an employee refuses to submit to any tests required by this policy, the employee's refusal shall be documented in writing. The employee shall

be placed on administrative leave without pay pending a disciplinary hearing.

3. Refusal to submit to any tests required by this policy shall be treated as a positive result and insubordination and shall result in the employee's termination from employment.
4. Adding any substance to the test and/or body to manipulate the test shall result in termination.

XII. Testing Procedures

1. Both the collection site and laboratory performing testing under this policy shall be selected by the City and shall be done by a facility that meets the requirements of 49 CFR Part 40.
2. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall, upon request, be provided in writing to the employee subject to testing or the employee's representative (must have employee consent).
3. For controlled substance testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of testing(s) will be maintained by the collection site for review by the employee and/or employee's representative.
4. Employees have a right for a Representative to be present during the collection of samples, but the exercise of such right shall not unreasonably delay the collection of the sample and cannot interfere with any testing process. For alcohol tests, "unreasonable delay" means 20 minutes or more; for drug tests, "unreasonable delay" means 1 hour. Unreasonable delay of the test shall constitute a refusal. Prior to submitting a breath, urine or blood specimen, the employee will be required to sign a consent form.

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Drug Free Workplace Policy /
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5. Any refusals to conditions/procedures in this policy may result in discipline up to and including termination.
6. Employees will initially be requested to provide a urine sample for controlled substance testing. In the event that a urine sample cannot be produced or that a sufficient quantity cannot be produced, then the employee shall be required to submit a blood sample for controlled substance testing.
7. Tests for drugs shall use the screening test cut-off levels and the confirmation test cut-off levels for such drugs established by the testing laboratory in accordance with the standards established by this Policy or HHS standards, if any.
8. With regard to drug tests, if the test results are positive, and the employee has not offered an explanation to the Medical Review Officer (MRO) sufficient to cause the MRO to consider the results negative, the Assistant City Manager or designee shall be notified and the Assistant City Manager or designee shall in turn contact the employee and the Department Head. The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the city within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this policy. If the employee does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the employee requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.
9. An employee that tests positive shall be evaluated by a Substance Abuse Professional (SAP), and may not return to work until released to return to work by the SAP. The employee may be required to sign a release form allowing the SAP to release information regarding the employee's evaluation, treatment plan, and progress to the City. Refusal to sign the release shall be deemed a failure to cooperate and result in termination. Any costs associated with the evaluation and prescribed counseling, treatment, or rehabilitation program are the responsibility of the

employee unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs. Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination.

XIII. Disciplinary Action

1. An employee, who violates any of the prohibitions listed in this policy, may be disciplined up to and including termination.
2. The City normally will not terminate an employee the first time he or she tests positive for drugs and/or alcohol, provided the employee:
 - a. Cooperates in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 40 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
 - b. Successfully completes all counseling, treatment or after-care of up to 12 months, recommended by the Substance Abuse Professional;
 - c. Discontinues and does not resume the use of illegal drugs, abuse of controlled substances, and misuse of alcohol;
 - d. Agrees to authorize persons involved in evaluation, counseling, diagnosing and treating the employee, to disclose to the City Manager, and the City Attorney or designees, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty; and
 - f. Agrees that during or after this last chance period in (5), above, if the employee tests positive again or otherwise violates this Policy the employee shall be terminated.
 - g. Nothing in this policy shall limit the City in imposing discipline, which may include random alcohol and/or drug testing, alcohol and/or drug counseling, suspension, or a combination up to and including termination, for gross or serious misconduct that may be coincident

with an employee's improper use of drugs or alcohol.

3. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.
4. An employee shall not be permitted to return to work until released to return to duty by the SAP. The employee may be required to apply for Family and Medical Leave in accordance with the procedures set forth in that policy. The employee will be permitted to apply for accumulated paid leave (e.g., sick, vacation, compensatory, personal, etc.) If no paid leave is available, the employee may apply for an unpaid leave of absence (e.g., Family and Medical Leave, disability leave, personal leave, or other unpaid leave of absence) in accordance with City policy.
5. The length of a first offense suspension shall be determined on a case-by-case basis.
6. In no event shall an employee be permitted more than one (1) chance at rehabilitation. A second offense under this policy shall result in the employee's termination from employment.

XIV. Right of Appeal

An aggrieved employee has the right to challenge results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this policy is grievable. Any evidence concerning test results that is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the employee, unless the City establishes that deviation from such standards has not affected the reliability, accuracy, or verification of the test results.

XV. Treatment costs

Treatment and rehabilitation costs arising out of the employee's use of such services, if covered, may be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees may be allowed to use their accrued and earned leave (vacation, holiday, sick leave, comp time) or take an unpaid leave of absence for the necessary time off involved in a treatment or rehabilitation program. Other than as specified in this policy or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

XVI. Employee Assistance Program (EAP)

The City's Employee Assistance Program (EAP) shall include counseling for drug and/or alcohol problems. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Policy. If an employee voluntarily enters rehabilitation pursuant to this policy the City Manager and/or designee shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. All such information shall also be available to the employee's representative to whom disclosure is specifically authorized in writing by the employee. Employees are encouraged to use the EAP, but involvement in that program does not prevent the City from disciplining an employee if there are co-occurring performance, attendance or behavioral problems. Furthermore, involvement in the EAP does not preclude the City from discharging a probationary employee during the employee's original period of probation.

XVII. Changes in Testing Procedures

The City recognizes that during the life of this policy there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the City will determine whether to amend this procedure to include such improvements.

XVIII. Confidentiality

All testing and actions taken under or pursuant to this policy shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this policy relative to disciplinary action taken against an employee.

XVIII. Other Laws

1. This policy is in no way intended to supersede or waive any rights that an employee may be entitled to under federal or state constitutions or any applicable law.
2. Any employee convicted of an offense under a criminal drug or traffic violation involving drugs or alcohol occurring within the workplace or during the course of the employee's job must report the conviction to the Assistant City Manager no later than five (5) working days after the conviction.
7. This policy is not to be utilized for criminal law enforcement purposes. Furthermore, this policy does not prevent criminal law enforcement investigation of illegal activity. However, evidence derived in a criminal investigation, including drug or alcohol testing, may be used as evidence in a disciplinary proceeding.

XX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received, read, and understand the City of Sandusky non-tolerance Drug and Alcohol Policy. I agree to comply with the policy and procedure contained therein.

Employee's signature _____

Date _____

Employee Name:	
Department:	
Observation:	Date: Time (Include am/pm): Location (Street/City/State/Zip):

CAUSE FOR SUSPICION

1. **Presence of Alcohol, Drugs, and or Drug Paraphernalia (*specify*)**

2. **Appearance:**
- | | | |
|--------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Flushed | <input type="checkbox"/> Puncture Marks |
| <input type="checkbox"/> Disheveled | <input type="checkbox"/> Bloodshot Eyes | <input type="checkbox"/> Body Odors |
| <input type="checkbox"/> Tremors | <input type="checkbox"/> Dry-mouth Symptoms | <input type="checkbox"/> Profuse Sweating |
| <input type="checkbox"/> Runny Nose/Sores | <input type="checkbox"/> Dilated/Constricted Pupils | |
| <input type="checkbox"/> Inappropriate Wearing of Sunglasses | | |
| <input type="checkbox"/> Other: _____ | | |

3. **Behavior:**

- | | | | | |
|--------|---------------------------------------|-------------------------------------|-------------------------------------|---------------------------------|
| Speech | <input type="checkbox"/> Normal | <input type="checkbox"/> Incoherent | <input type="checkbox"/> Slurred | <input type="checkbox"/> Silent |
| | <input type="checkbox"/> Confused | <input type="checkbox"/> Slowed | <input type="checkbox"/> Whispering | |
| | <input type="checkbox"/> Other: _____ | | | |

Awareness Normal Confused Euphoria Paranoid
 Lethargic Disoriented Mood Swings
 Lack of Coordination

4. **Motor Skills:**

Balance Normal Swaying Falling Staggering
 Other _____

Walking & Turning Normal Swaying Arms Raised for Balance
 Stumbling Falling Reaching for Support
 Other _____

5. **Other Observed Actions or Behavior (specify):**

WITNESSED BY:

Signature/ Title/ Date/ Time -
Signature/ Title/ Date/ Time -

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LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The Employer agrees to provide The Union with a minimum of three complete binders with all City policies. The employer will be responsible for providing the Union with any updates to the City policies and the Union will be responsible for including them in the binders.

For the Employer :

For the Union :

Date Signed _____

LETTER OF UNDERSTANDING BETWEEN

**The City of Sandusky
And
AFSCME Local 1519**

The attached Employee Evaluation form will replace the one currently labeled Appendix B in the 2004-2006 contract and will not be included as an appendix to the collective bargaining agreement for 2007-2009. Further changes or modifications to the form will be discussed and developed through a labor management committee.

For the Employer :

For the Union :

Date Signed _____



State of Ohio
 State Employment Relations Board
 65 East State Street, 12th Floor
 Columbus, Ohio 43215-4213
 (614) 644-8573

<http://www.serb.state.oh.us/2000%20forms/REP/PAC.PDF>

Case No.

PETITION FOR AMENDMENT OF CERTIFICATION

INSTRUCTIONS: This document is to be sent to SERB electronically in read only format. A party lacking the capability for electronic service may file a motion for relief from electronic filing requirements pursuant to OAC 4117-1-02(F). If more space is required for any item, attach additional sheets. Either the employer, the employee organization certified as the exclusive representative, or both parties jointly may file a Petition for Amendment of Certification. Pursuant to Ohio Administrative Code Rule 4117-5-01 (E)(1), this petition is filed by (check one):

The Employer
 The Employee Organization
 Both Parties Jointly

1. Name of Employer: City of Sandusky	
Address: 222 Meigs Street	Telephone: (419) 627-5844
City, County, State, Zip: Sandusky, Erie, OH, 44870	Email:
2. Name of Employer's Representative: Deb Leslie	
Address: 222 Meigs Street	Telephone: (419) 627-5844
City, State, Zip: Sandusky, OH, 44870	Email: <i>dleslie@cci.sandusky.oh.us</i>
3. Name of Employee Organization & Parent Organization Affiliation (if any): Ohio Council 8, AFSCME, AFL-CIO; Local 1519, AFSCME, AFL-CIO	
Address: 6800 N. High St.	Telephone: (614) 841-1918
City, State, Zip: Worthington, OH 43085	Email: <i>mbatchelder@afscme8.org</i>
4. Name of Employee Organization's Representative: Michael Batchelder	
Address: 6800 N. High St.	Telephone: (614) 841-1918
City, State, Zip: Worthington, OH 43085	Email: <i>mbatchelder@afscme8.org</i>
5. Certification Information (Check One): <input checked="" type="checkbox"/> Board-Certified (Case No. <u>00-REP-06-0117</u>) (or) <input type="checkbox"/> Deemed-Certified (Section 4 of Am. Sub. S.B. 133)	
6. Bargaining Unit as currently certified (or recognized for deemed-certified units): Included: See Attachment A Excluded: See Attachment A	
7. Approximate number of employees in existing unit: 80	

8. Proposed amended bargaining unit:

Included (specify by title or type):

See attachment B

Excluded:

See Attachment B

9. Approximate number of employees in amended unit: 86

10. Basis of Amendment:

New positions added and titles changed since last amendment.

11. Affected job classifications and Number of employees in each:

See Attachment B.

DECLARATION

I declare that I have read the contents of this Petition for Amendment of Certification and that the statements it contains are true and correct to the best of my knowledge and belief.

Signature of Employer's Representative (see item 2)

4/12/13

Date

Signature of Employee Organization's Representative (see item 4)

04/12/2013

Date

UNLESS THIS PETITION FOR AMENDMENT OF CERTIFICATION IS JOINTLY FILED, IT WILL NOT BE ACCEPTED FOR FILING IF THE PROOF OF SERVICE IS NOT FULLY COMPLETED AND SIGNED BY A REPRESENTATIVE OF THE FILING PARTY.

PROOF OF ELECTRONIC SERVICE

I certify that an exact copy of the foregoing Petition for Amendment of Certification has been sent electronically to:

Deb Leslie, City of Sandusky, 222 Meigs Street, Sandusky, OH 44870, dleslie@ci.sandusky.oh.us

(Name, complete address and email address of other party(ies) to action)

this 12th (day) of April (month), 2013 (year).

Signature of Person Attesting to Service of Form

Michael Batchelder

Print or Type Name

Questions relating to this matter may be addressed to the Representation Division of the State Employment Relations Board at 65 East State Street, 12th Floor, Columbus, OH 43215-4213 or (614) 644-8573.

7/13/00

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Ohio Council 8, American Federation of State, County and Municipal Employees,
AFL-CIO,

Employee Organization,

and

City of Sandusky,

Employer.

Case Number: 00-REP-06-0117

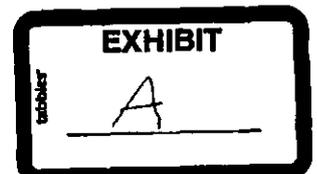
AMENDMENT OF CERTIFICATION

Before Chairman Pohler, Vice Chairman Gillmor, and Board Member Verich: July 13, 2000.

Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (Employee Organization) is the Board-certified exclusive representative of certain employees of the City of Sandusky (Employer). The Employee Organization and the Employer jointly filed a Petition for Amendment of Certification seeking to amend the certification to reflect certain changes in the existing unit. The Board approves the petition and amends the unit, which is now described as follows:

Included: All individuals employed permanently full-time or part-time for the City of Sandusky that perform maintenance and service work, clerical work and technical work: Clerk I; Senior Clerk I, II; Secretary I; Accounting Clerk I, II; Senior Accounting Clerk I, II; Dispatcher, Engineering Aide; Engineering Tech. I, II, III; Chief Const. Insp.; Const. Insp. I, II; Building Insp.; Custodial; Foreman; Operator I, II; Asst. Plant Operator; Laboratory Technician I, II; Maintenance I, II, III; Maintenance Const.; Asst. Maintenance Elec.; Utility Operator I, II; Plant Maintenance; Mechanic; Mechanic Foreman; Nuisance Control Officer; Code Compliance Officer; Industrial Waste Inspector; Water Integrity Specialist; Inflow and Infiltration Specialist.

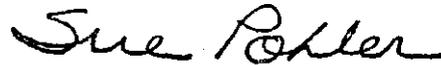
Excluded: Management level employees, confidential employees, and supervisors, policemen and firemen.



Amendment of Certification
Case No. 00-REP-06-0117
July 13, 2000
Page 2

It is so directed.

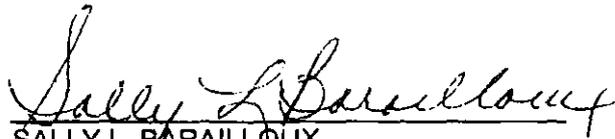
POHLER, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.



SUE POHLER, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 24~~th~~ day of July, 2000.



SALLY L. BARAILLOUX
EXECUTIVE SECRETARY

DAM/jm/59/07-13b/#8

RECEIVED

JUL 25 2000

OC8 LEGAL DEPT.

EXHIBIT B

Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO and the City of Columbiana

8. Proposed amended bargaining unit

Included: All individuals employed permanently full-time or part-time for the City of Sandusky that perform maintenance and service work, clerical work and technical work: Clerk I; Senior Clerk I,II; Secretary I; Accounting Clerk I, II; Senior Accounting Clerk I, II; Accounts Payable Clerk; Engineering Aide; Engineering Tech I, II, III; Chief Const. Insp.; Const. Insp. I, II; Building Insp.; Electrical/Building Insp.; Plumbing Insp.; Custodial; Foreman; Chief Foreman; Operator I, II; Asst. Plant Operator; Chief Operator; Laboratory Technician I, II; Maintenance I, II, III; Maintenance Const.; Maintenance Elec.; Utility Operator I, II; Plant Maintenance; Mechanic; Mechanic Foreman; Nuisance Control Officer; Code Compliance Officer; Code Enforcement Asst.; Permit Compliance Officer; Water Integrity Specialist; Inflow and Infiltration Inspector/Maintenance III; Registered Surveyor; Facilities Maintenance Foreman; Water Distribution Foreman; Cemetery/Maintenance Foreman

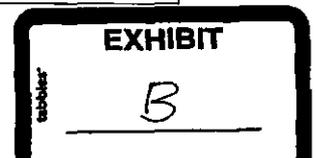
Excluded: Management level employees, confidential employees, and supervisors, policeman and fireman.

11. Affected job classifications and Number of employees in each:

A. Title Changes:

Included:

Former Title	Current Title	# of Employees
Asst. Maintenance Elec.	Maintenance Elec.	2
Industrial Waste Inspector	Permit Compliance Officer	1



Inflow and Infiltration Specialist	Inflow and Infiltration Inspector/Maintenance III	1
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B. Classifications added since Certification:

Included:

<u>Title</u>	<u># of Employees</u>
Accounts Payable Clerk	0
Cemetery Manager/Foreman	1
Chief Foreman	3
Chief Operator	0
Code Enforcement Assistant	1
Facilities Maintenance Foreman	0
Plumbing Inspector	1
Registered Surveyor	0
Water Distribution Foreman	0

C. Abolished Classifications

Included:

<u>Title</u>
Dispatcher