



AN AGREEMENT

Between

12-MED-09-0864
0532-05
K30334
01/07/2014

THE CITY OF STRONGSVILLE

And

TEAMSTERS LOCAL UNION NO. 52, I.B.T.

(Service Workers)

Effective: January 1, 2013

Through: December 31, 2015

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	3
ARTICLE 2 PURPOSE AND INTENT	3
ARTICLE 3 UNION RECOGNITION	3
ARTICLE 4 NO STRIKES, STOPPAGES OR SLOWDOWNS.....	4
ARTICLE 5 NO DISCRIMINATION	5
ARTICLE 6 UNION REPRESENTATION.....	5
ARTICLE 7 CHECK OFF OF UNION MEMBERSHIP DUES	6
ARTICLE 8 PROMOTIONS AND TEMPORARY ASSIGNMENTS	8
ARTICLE 9 SAFETY, HEALTH AND LABOR MANAGEMENT MEETINGS	9
ARTICLE 10 SHORT-TERM MILITARY DUTY PAY	10
ARTICLE 11 SENIORITY.....	11
ARTICLE 12 HOURS OF WORK AND OVERTIME	12
ARTICLE 13 SICK LEAVE	14
ARTICLE 14 WORK RELATED INJURY.....	15
ARTICLE 15 LEAVES OF ABSENCE.....	16
ARTICLE 16 WAIVER IN CASE OF EMERGENCY	16
ARTICLE 17 MANAGEMENT RIGHTS	16
ARTICLE 18 FAMILY AND MEDICAL LEAVE ACT	17
ARTICLE 19 PROBATIONARY PERIOD.....	17
ARTICLE 20 JURY DUTY.....	18
ARTICLE 21 DISCIPLINE.....	18
ARTICLE 22 LAYOFF AND RECALL.....	20
ARTICLE 23 CONTRACT VALIDITY	21
ARTICLE 24 GRIEVANCE PROCEDURE.....	21
ARTICLE 25 RETIREMENT	24

ARTICLE 26 VACATIONS.....24

ARTICLE 27 HOLIDAYS25

ARTICLE 28 INSURANCE BENEFITS25

ARTICLE 29 LUNCH/WORK BREAKS.....26

ARTICLE 30 WAGES27

ARTICLE 31 MISCELLANEOUS27

ARTICLE 32 STANDBY PAY.....28

ARTICLE 33 COMMERCIAL DRIVERS LICENSE.....29

ARTICLE 34 FUNERAL LEAVE29

ARTICLE 35 TOTAL AGREEMENT30

ARTICLE 36 DURATION OF AGREEMENT30

SIGNATURE PAGE31

APPENDIX 1 WAGE SCHEDULE.....32

LETTERS OF UNDERSTANDING35

REFLECTIVE T-SHIRTS.....35

SIGNATURE PAGE36

ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Strongsville, hereinafter referred to as the "Employer", and the Teamsters Local Union No. 52, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and uninterrupted efficient operations, the Employer and the Union now desire to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the City of Strongsville; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and, (5) to provide a basis for the adjustment of matters interest by means of amicable discussion. Non-Bargaining Unit Employees of the Service Department are not subject to, nor benefit from, this Labor/Management Agreement.

ARTICLE 3 UNION RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit for the purpose of negotiating wages, hours, benefits and conditions of employment. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer full-time in the Service Department in classification of Animal Control Officer, Laborer, Sexton, Utility Repairperson, Vehicle Maintenance Crew Leader, Vehicle Mechanic I, II, Vehicle Operator I, II, Tractor Trailer Driver, Bus Driver, Sign Maker/Repair I, II, III, Sewer Technician I, II, III, Sewer Crew Leader, Tree Care Technician, Arborist I & Arborist II.

Seasonal employees: The City may employ seasonal employees between May 1st and December 1st, who will not be members of the bargaining unit. Seasonal employees hired shall not to exceed a total of twenty five (25). After January 1, 2011, the City may employ seasonal employees up to a total not to exceed four (4), from December 1st to May 1st. At no time will these employees work more than 1,500 hours within a calendar year. The City will make available the total hours worked by the group of seasonal employees within the calendar year to the Union upon request. Seasonal employees will not be utilized to do any technical work, until all bargaining unit employees who express in writing, on City issued interest list preference forms, each January, to the Service Director or his designee, an interest on any specific job they want to gain experience and knowledge on first.

The City will comply with the City issued interest list each January.

3.02 All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

3.03 Notwithstanding the provisions of this Article, probationary, management, confidential, fiduciary, supervisory, casual and seasonal employees as defined in Chapter 4117 ORC shall be excluded from the bargaining unit.

3.04 Except for experimental work and for purposes of training or in incidences of a bona fide emergency, non-bargaining unit employees shall not perform bargaining unit work. In the event an emergency call originates with the Police Department, the Police Department will notify the Service Director/designee who will determine if the emergency call requires Service Department intervention.

3.05 If substantial changes occur in the method of operations within the general scope of the work performed by members of this unit which requires the establishment of a new job classification as determined solely by the City, the City shall establish such job. The City will meet with the Union, to discuss whether the new classification should be included in the bargaining unit. If the parties do not agree upon inclusion into the bargaining unit, the Union retains all rights to petition the State Employment Relations Board for amendment of certification to include such position. If the City agrees to inclusion the parties will jointly file an amendment of certification.

The Union reserves the right to review the pay structure for new positions placed within the bargaining unit by voluntary agreement or by SERB'S amendment of certification after appropriate proceedings. If the Union is not in agreement with the rate of pay for the job, it can file a grievance at Step 3 of the Grievance Procedure within thirty (30) days following the termination of discussions concerning the rate of pay. If the grievance is arbitrated, the arbitrator shall have the authority to recommend the proper rate of pay for the job or he shall recommend placing the job within the rate of pay for that classification. The arbitrator's recommendations shall become final and binding and the rate of pay shall be retroactive to the date an employee worked in the new classification if the City agrees to inclusion in the unit or to the date of the SERB amendment of certification if the City did not agree to inclusion and SERB proceedings were necessary. Any rate and classification agreed to by the City and the Union shall become part of the wage schedule to this Agreement.

ARTICLE 4 NO STRIKES, STOPPAGES OR SLOWDOWNS

4.01 It is the intent of the parties that the procedures outlined in this Agreement shall serve as a means for peaceful settlement of all disputes that may arise between the parties during the life of this Agreement.

A. The Union will not cause, sanction or permit, nor will any member of the Union cause or take part in any strike, work stoppage, sit-down, say-in, slowdown, walkout, picket, or any curtailment of work in any of the Employer's facilities or picket any of the Employer's premises, personal residences or places of business during the life

of this Agreement. Violators shall be subject to disciplinary action up to and including discharge and only the question of whether or not the employee did in fact participate in or promote such action shall be subject to appeal.

B. There shall be no lockout by the Employer during the life of this Agreement as long as employees do not violate the terms of Section A of this Article.

ARTICLE 5 NO DISCRIMINATION

5.01 There shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer against any employee because of membership or non-membership in the Union; and the Union agrees that there shall be no discrimination, interference, intimidation, or coercion against any employee by the Union or any of its agents due to membership or non-membership in the Union.

5.02 Neither the Employer nor the Union shall discriminate against any employee because of age, sex, race, color, religion, national origin, or physical or mental handicap which does not affect one's ability to perform the work, prior military service or any other protected classes in keeping with applicable State and federal laws, and any provision of the Agreement.

5.03 Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

5.04 Should an employee allege discrimination based on the factors described in Section 2 of this Article, he shall not use the grievance procedure outlined in this Agreement for redress. Neither the Employer nor the Union shall be required to process any such employee complaint.

ARTICLE 6 UNION REPRESENTATION

6.01 Union representatives will be recognized by the Employer in accordance with this Agreement upon the receipt of a letter so identifying them and signed by the Secretary-Treasurer of the Union.

6.02 The Union shall submit to the Employer, in writing, names of employees to act as representatives for the purpose of processing grievances as defined in the grievance procedure. The Employer shall be notified in writing of changes of all representatives of the Union. An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

6.03 The Union shall provide to the Employer an official roster of its local Union steward, which is to be kept current at all times. The Employer will notify the Union within thirty (30) days upon hiring any new employee(s) in this bargaining unit.

- 6.04 Rules governing the activity of the Union representatives are as follows:
1. The Union agrees to refrain from interfering, interrupting or disrupting the normal work duties of employees.
 2. Union representatives shall obtain, in advance, authorization from the Service Director/designee before beginning Union activities.
 3. The Union shall notify the Service Director/designee as to the nature of such activity. The Union will not engage in such activity during the periods of recognized emergencies.
 4. The Union steward shall cease Union activities upon the reasonable request of the Employer during working hours.

6.05 The Employer agrees that Union representatives shall be admitted to the Employer's facilities and sites during working hours upon the advance notice to the Employer. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

6.06 The Union steward or his designee shall be permitted reasonable time off with pay to represent a member at any step of the grievance procedure, represent a member at a disciplinary conference or attend meetings between the Union and the Employer where his attendance is requested.

ARTICLE 7 CHECK OFF OF UNION MEMBERSHIP DUES

7.01 The Employer agrees to deduct Union membership dues, initiation fees and assessments (and a fair share fee for any non-member), levied by the Union in accordance with the Constitution and By-Laws of the Union from the pay of each employee who is or who becomes a member of the Union within the scope of this Agreement and who, in writing, has voluntarily authorized the Employer to do so.

7.02 The Employer agrees to deduct regular Union membership dues (or fair share as appropriate) to be taken out in two (2) equal increments, one half (1/2) in the first pay and the second half in the second pay of the month from the pay of any employee in the bargaining unit.

7.03 A signed payroll deduction authorization must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues (or fair share as appropriate) from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

7.04 The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

7.05 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the Employer of Union initiation fees, assessments, fair share fees and membership dues from employees' wages in accordance with this Agreement.

7.06 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence.

7.07 Union dues (or fair share as appropriate) will not be deducted in any pay period in which the employee's remuneration for that pay period is less than twenty (20) hours.

7.08 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

7.09 The rate at which dues are to be deducted shall be certified to the Finance Director by the Secretary-Treasurer of the Union one (1) month in advance prior to making any changes in an individual's dues deductions.

7.10 For purposes of this Agreement, fair share fee shall be defined as the fee payable to the Union in lieu of dues, fees and assessments by bargaining unit members who do not voluntarily elect to become members of the Union.

7.11 The amount of fair share fee charged to Union members may not exceed that amount which is allowed by law. The Union hereby certifies that any and all fair share fees collected under this Agreement shall only be used for activities associated with collective bargaining or the administration of this Agreement.

7.12 All bargaining unit employees who are not members of the Union shall pay a fair share fee to the Union upon ratification of this Agreement. In addition, new hires into the bargaining unit shall pay a fair share fee to the Union beginning sixty-one (61) days of active continuing employment after the employee's date of hire, however consistent with the Constitution and By-Laws of the Union. Such fair share fee deduction shall be made in accordance with the terms and provisions of this Article.

7.13 In the event that the Union requests the decision of a fair share fee from a bargaining unit employee during the term of this Agreement, the Union shall certify to the Employer that its escrow and rebate procedure are in compliance with all applicable laws and final court decisions interpreting them.

7.14 Newly hired employees will sign up with the Union or declare fair share status prior to the start of their first (1st) day of actual work.

ARTICLE 8 PROMOTIONS AND TEMPORARY ASSIGNMENTS

8.01 When employees are assigned to perform work outside their current job classifications, for four (4) hours or more in that classification, the employees will be paid the higher classification for all hours worked in that classification. Any and all classification changes shall be approved by Management prior to work performed.

8.02 Temporary assignment(s) into a classification made in accordance with the provisions set forth above that exceed six (6) months shall be considered as a permanent opening in that job classification.

8.03 Temporary assignment(s) made to fill vacancies created by employees who are on medical leave, personal leave, or because of occupational injury or illness, shall not be subject to the six (6) month limitation established herein.

8.04 Employees who are assigned a temporary vacancy position shall receive credit as a qualified employee in that classification for bidding purposes only if such employee was performing the classification duties for a period of at least six (6) months.

8.05 The Employer will fill openings with qualified seniority employees who sign job classification bid(s) as outlined below. Promotions will be made on the basis of seniority. Ability will be determined in the employee's six (6) month probationary period. The employee, not qualifying, can be removed only after thirty (30) days of the probationary period. Consistent with the operating needs, the Employer will make a reasonable effort to fill any permanent opening.

Employees must meet the minimum requirements as provided for in Paragraph 8.04 above, in order to be eligible for the positions listed below:

<u>POSITION</u>	<u>REQUIREMENTS</u>
Sewer Tech II must hold	Sewer Tech I bid or be qualified
Sewer Tech III must hold	Sewer Tech II bid or be qualified
Sewer Crew Leader must hold	Sewer Tech III bid or be qualified
Vehicle Mechanic II must hold	Vehicle Mechanic I bid or be qualified
Vehicle Maintenance Crew Leader must hold	Vehicle Mechanic II bid or be qualified
Sign Maker Repair II must hold	Sign Maker Repair I bid or be qualified
Sign Maker/Repair III must hold	Sign Maker/Repair II bid or be qualified

8.06 In order that senior employees may have notice of, and who sign job classification bids for a permanent opening, the Employer will:

- A. Post notice of such permanent opening on the bulletin board. This notice will bear the date and time of posting and shall remain on the bulletin board for a period of forty-eight (48) hours, excluding Saturdays, Sundays and Holidays.
- B. Such notice will specify the job classification, its wage schedule, and shift

8.07 Employees may bid for the job classification within forty-eight (48) hours from the date and time of posting, excluding Saturdays, Sundays and Holidays.

8.08 Should an employee be absent during the posting period as outlined above, the Union Steward or his designee may submit a bid on the absent employee's behalf.

8.09 The Employer shall provide the Union with the names of all employees who sign a job classification bid and the names of successful bidders.

8.10 After accepting a successful bid for a classification opening, the Employer need not physically affect the transfer for a period of four (4) weeks, or until it has secured a replacement, whichever occurs sooner.

8.11 Any employee selected for promotion may not apply for another permanent opening for a period of six (6) months from the date of transfer.

8.12 An employee selected for promotion shall be considered in a probationary status and complete twelve (12) months active work in the new job classification, to begin on the date the employee is actually transferred into the new job classification. Should the employee fail to complete this probationary period, he shall be returned to his former job classification and pay level.

8.13 A promoted employee shall be paid the new wage rate from the first day in the new job classification.

ARTICLE 9 SAFETY, HEALTH AND LABOR MANAGEMENT MEETINGS

9.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, including adherence to City-promulgated safety rules. The Employer shall continue to provide protective devices, clothing and other equipment necessary to protect the employees from work related injury and sickness.

9.02 The employee(s) accepts the responsibility to maintain his personal safety equipment and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that safety rules and safe working methods are followed by his employees. No Supervisor shall direct an employee to perform work that is unsafe. If an employee is asked to perform work that is unsafe the employee and Foreman shall immediately notify the Service Director of the situation. Employees that take such action to avoid an unsafe situation shall not be disciplined for doing so.

9.03 The Employer shall bear the cost of any approved inoculation for bargaining unit employees, provided such inoculation is requested by the employees in writing as a result, or in

anticipation of services rendered to the Employer. Employees requiring such inoculations shall notify the Employer prior to receiving such inoculations.

9.04 The Employer shall make available to all employees, provided such inoculations are available, flu, tetanus and all other approved inoculation shots at any designated facility as deemed appropriate by the Employer. Such flu, tetanus and all other approved inoculations shall be given during working hours, on City time. If inoculations are refused, a City waiver holding the City harmless shall be signed.

9.05 In the interest of Labor/Management relations, the Union or the City may request a Labor/Management meeting in order to discuss issues of safety or concern to either party. When requested, meetings shall be convened as soon as possible, subject to the provisions of Section 9.06

9.06 The Safety and Labor/Management meetings as set forth herein shall meet at least quarterly unless the parties agree to meet more or less often. When requested, the meetings shall be convened as soon as possible. At least two (2) work days prior to the meetings, the party requesting the meeting shall provide to the other party an agenda of the list of items to be discussed. The parties may agree to conduct such meetings during work hours. In the event a meeting under this Article is scheduled during work hours, the Union shall be permitted to have representatives who shall suffer no loss in pay while attending such meetings. Meetings will normally last 1-2 hours unless agreed to otherwise by the parties. The parties agree that the safety and/or Labor/Management meetings hereunder are advisory only. Three (3) total members, the Union Steward plus two (2) members or any combination thereof will be permitted straight time off to attend such meetings. Any and all concerns addressed to the Labor Management Committee shall be submitted in writing on the approved Labor/Management form.

ARTICLE 10 SHORT-TERM MILITARY DUTY PAY

10.01 Any employee who is called and required to serve on Short-Term Military Duty, including annual active duty for training or emergency call-out as a member of the United States Armed Forces Reserve or National Guard, shall be reinstated in line with his seniority to his previous position, or a position of like seniority status and pay at the current rate for such work, with seniority accumulated, provided he reports promptly after his release from duty with the obligation to report as provided by law.

10.02 An employee who is required to serve under the conditions outlined above shall notify the Employer, in writing, of this obligation as soon as practical in advance of such duty. The written notification shall include the dates such service will begin and end. At the time of notification the employee shall also present to the Employer a copy of the order, signed by his commanding officer, calling the employee to duty.

10.03 Any employee who is entitled to military leave provided under this article and who is called or ordered to the uniformed services for longer than a month, shall, for each calendar year in which the employee performed service in the uniformed services, because of an

executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to section 5919.29 of the Ohio Revised Code be entitled, during the period designated in such order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following: (1) the difference between the permanent public employee's gross monthly wage or salary as a permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month; or (2) Five hundred dollars (\$500.00).

ARTICLE 11 SENIORITY

11.01 After an employee in the bargaining unit has completed the probationary period as provided in Article 19, he shall be considered to have seniority.

11.02 Seniority shall be defined as the length of service of the employee with the Employer in the bargaining unit beginning with the starting date of initial employment, or the starting date of re-employment, whichever is later, except as provided in Probationary Period.

11.03 When employees have the same starting date, seniority order shall be established by the lower number of the last four (4) digits of their individual social security numbers.

11.04 The Employer shall provide the Union four (4) times per year (quarterly) with a current seniority list of all employees in the bargaining unit, or whenever a new employee is hired, and/or a current employee is promoted out of the bargaining unit, and/or an employee quits or is terminated, and/or the seniority status changes.

11.05 An employee who is permanently promoted or transferred to any non-bargaining unit position will retain accumulated seniority but will not accumulate seniority while out of the unit, and may, at the election of the Employer, be returned "seniority-wise" to the classification held immediately prior to this change from a bargaining unit to a non-bargaining unit status. If such a classification no longer exists, he may exercise his seniority under the terms of this Agreement.

11.06 All seniority of any employee will terminate if the employee:

- A. Quits
- B. Is discharged for just cause
- C. Retires
- D. Is absent without notifying the Employer for three (3) consecutive work days except in cases of emergency or impossibility, which must be fully supported by the employee
- E. Is on layoff for more than twenty four (24) consecutive months

11.07 The Employer will be entitled to rely upon the last address of an employee as shown in the Employer's records. Employees shall notify the Employer, in writing on City issued forms of any change of address and/or phone number changes and accept a receipt thereof. In case of a dispute, the employee must produce his receipt of notice of a change of address; failure to produce such receipt will result in no financial obligation on the part of the Employer for any loss of wages to the employee.

11.08 No provision of Chapter 124 of the Ohio Revised Code shall apply to members of the bargaining unit. No provision of the Strongsville Civil Service Rules and Procedures, or city ordinances regarding promotion, layoff, recall from layoff or seniority shall apply to members of the bargaining unit.

11.09 There shall be only one (1) seniority list to account for all bargaining unit employees.

ARTICLE 12 HOURS OF WORK AND OVERTIME

12.01 The normal work week for a regular full-time employee shall be forty (40) hours of work in five (5) consecutive days, Monday through Friday of eight (8) consecutive hours each day except as otherwise covered in this Agreement. For pay purposes, the work week will begin at 12:00 a.m. Sunday and ends at 12.00 a.m. the following Sunday. Any shift to be established by the Employer will be designated as follows: the first (day) shift is that shift which starts nearest 7:00 a.m.; the second (afternoon) shift follows the first shift; and the third (night) shift follows the second shift. Employees covered by this Agreement will be compensated for hours worked as follows:

- A. The standard work week for all full-time employees covered by this Agreement shall be forty (40) hours, exclusive of any unpaid lunch period.
- B. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined above, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1-1/2) times his regular hourly rate of pay. Premium payments shall not be duplicated or pyramided for the same hours worked under any provision of this Agreement.
- C. Overtime sheet: The City agrees to add the number of people needed, time of event and equipment to be used.

12.02 The Employer will make a reasonable effort to provide for an equitable distribution of overtime work among employees by classification on the shift involved.

12.03 The remedy available for inequitable distribution of overtime within the classification and shift is consecutive overtime opportunities as may be necessary to bring the employee to an equitable overtime position.

12.04 A record of overtime hours worked shall be maintained by the Employer, reviewed periodically, and be made available to the Union upon request. Included in such record shall be a log of any and all overtime hours refused by employees.

12.05 Insofar as practical and consistent with work requirements, the Employer will notify employees by the end of the first shift on Thursday in advance of overtime work on Saturday, Sunday or Holidays.

12.06 The current practice of rotating overtime opportunities shall remain in effect. However: during the period from December 1 to April 1 of the following year, overtime opportunities will be governed by the Letter of Understanding attached to this Agreement.

12.07 In the event the Employer establishes an afternoon or midnight shift (normally between December 1 and April 1) an employee may request a transfer to another shift, which shall be limited to his present job classification, by completing the form provided by the Employer.

12.08 It is the intent of the City to work bargaining unit employees by seniority and shifts according to the needs as determined by Management, either five (5) eight (8) hour days on 1st shift only, or six (6) eight (8) hour days on any shift from the Monday following Thanksgiving to the last full week of March. This is primarily to provide adequate snow and ice control for the Community.

Scheduling for the shifts shall be completed by November 1st of each year by the Service Director or his designee.

There shall be a minimum of one Utility Repair person, one Sewer Crew Leader, one Sewer Division employee, one Sexton and one Vehicle Maintenance Crew Leader on day shift during this period on either five (5) days at eight (8) hours a day (day shift only) or six (6) days at eight (8) hour a day (day shift only), and a minimum of one (1) Animal Control Officer on either early A.M. or day shift during this period on either five (5) days at eight (8) hours a day (early A.M. or day shift) or six (6) days at eight (8) hours a day (early A.M. or day shift) as determined by seniority according to the needs of the City.

For the purposes of the winter shifts only, the City may establish an early a.m. eight (8) hour shift that begins at approximately 4 a.m.

Whenever possible, such transfer requests shall be granted on the basis of seniority and capability.

In the event of an unseasonable winter, the Union and the City agree that the practice of working bargaining unit employees six (6) days a week on four (4) shifts (1st, 2nd, 3rd and Early A.M.) starting the first Monday after Thanksgiving until the last full week of March may be altered to a start and end date that best reflects current and future weather conditions. The City will notify the Union ten (10) working days prior to any altering of the start and/or end dates of the winter shifts. The City also agrees that this will not be used

during any short term change in the weather pattern once the shifts begin only to re-start, re-select or re-assign Bargaining Unit Employee's back to a winter shift.

12.09 In the event shift realignments are required by the Employer due to an emergency declared by the Employer, it may request employees to work on opposite shifts. Employees who are physically moved to a different shift shall be allowed to return to their original shift when the emergency is no longer in effect.

12.10 Employees who regularly work second or third shift, and/or are assigned by the City to an off shift, and/or are assigned by the City to work at least four (4) hours on second or third shift shall receive shift premium for such hours worked as outlined below:

3:30 p.m. to 12:00 Midnight -\$0.95 per hour

12:00 Midnight to 8:30 a.m. -\$1.15 per hour

12.11 Employees who are called in to work outside of their normal work hours shall be paid a minimum of two (2) hours of pay at the appropriate rate.

12.12 All employees must swipe in and out daily on the Kronos timekeeping system. Any employee not swiping in or out will be put on notice for the 1st incident. Any further violations involving failure to swipe in or out will be subject to progressive disciplinary action. Any employee other than Management who handles another employee's City identification card or duplicates an identification card to be used at a swipe machine shall be subject to severe disciplinary action up to and including dismissal.

12.13 Switching shifts for emergency-situations - The Service Director reserves the right to switch assigned shifts on an as needed basis for individuals that may need to do so for verified emergency situations.

ARTICLE 13 SICK LEAVE

13.01 Each employee shall be entitled to 4.6 hours of paid sick leave for each eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours per year.

13.02 Employees may use paid sick leave, upon approval of the Employer for:

- A. Illness or injury of the employee;
- B. Death of a member of his immediate family;
- C. Medical, dental or optical examination or treatment of the employee, where the treatment may not be scheduled during non-work hours;
- D. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

- E. pregnancy and/or childbirth of the employee and other conditions related thereto

13.03 For employees with less than fifteen (15) years of service, unused paid sick leave shall accumulate without limit but for retirement purposes sick leave shall accumulate only up to two hundred and twenty (220) work days.

Upon retirement from service after fifteen (15) or more years of service with the City, an employee may convert up to one half (112) of the value of his accumulated sick leave credit to cash at the rate of one hour of pay for each hour of sick leave at the employees; current rate of pay on the date of the employee's retirement.

13.04 The employee shall furnish a satisfactory, written, signed statement to justify the employee's use of paid sick leave. Three (3) consecutive days or more absence, the employee shall furnish a doctor's excuse.

13.05 In the event that the use of paid sick leave is questioned by the Employer, the employee may be required to substantiate, in writing, the use of any sick leave under Section 13.02.

13.06 Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal of the employee.

13.07 Employees who are sick on their normal work day shall report such absence to the Service Director/designee at least one (1) hour prior to the beginning of their shift.

13.08 A physician's note shall be provided by an employee in each instance of paid sick leave usage the day before or the day after a scheduled Holiday and/or Vacation day, Birthday and or Personal Earned Day.

13.09 Any abuse of paid sick leave or the patterned use of paid sick leave shall be just and sufficient cause for discipline as may be determined on a case by case basis by the Service Director/designee.

ARTICLE 14 WORK RELATED INJURY

14.01 An employee who is unable to perform his regular duties as a result of an injury arising within the scope of his employment as a full-time employee of the City, if such injury prevents him from performing his duties, may use accumulated paid sick leave, accumulated vacation leave or accumulated personal leave, while on injury leave to offset any loss of compensation during this period. In no event will a employee receive more than his regular compensation while on injury leave.

14.02 Any employee who receives a paid leave, as described in 14.01, shall be entitled to apply for temporary total disability and/or permanent total disability benefits under Ohio's Worker's Compensation laws.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Between January 1st and December 31st of each year, each regular full time employee shall earn personal leave with pay at the rate of three (3) hours for each calendar month of service completed provided that the employee has been engaged in active employment at all times during each normal day and work week scheduled for such employee, except for absence on funeral leave due to death in the employee's immediate family. Personal leave with pay must be scheduled with the approval of the Service Director/designee. All such leaves can be taken in the current year as earned (1hour minimum increments). Any personal earned time remaining at the end of the year can be carried over to the following calendar year, provided all such leaves are scheduled by January 31 of the following calendar year. This personal earned time shall be taken by March 31 of that calendar year or shall be forfeited, unless extended by mutual agreement between employee and the Service Director in writing. Accumulated personal leave shall be forfeited upon separation or retirement from employment with the City and shall not accrue to the benefit of the employee's estate or his heirs or assigns upon death of the employee.

15.02 Employees may be granted a personal unpaid leave of absence on the approval of the Service Director/designee and the Mayor.

ARTICLE 16 WAIVER IN CASE OF EMERGENCY

16.01 In cases of emergency publicly declared (other than snow parking bans) by the President of the United States, the Governor of the State of Ohio, the Mayor, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

16.02 Upon the termination of the emergency, existing grievances shall be processed in accordance with the provisions of the grievance procedure. Likewise, all work rules, agreements and practices relating to the assignment of all employees will no longer be suspended.

ARTICLE 17 MANAGEMENT RIGHTS

17.01 Except as specifically limited herein, the City shall have the exclusive right to manage the operations, control the premises, direct the working forces, and maintain maximum efficiency of operations. Specifically, the City's exclusive management rights include, but are not limited to, the sole right to hire, discipline and discharge for just cause, lay off and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any operation, or division within the Service Department; to transfer (including the assignment and allocation of work within or to other operations-divisions); to determine work

methods and the number and location of facilities; to determine the manner in which all work is to be performed; to determine the size and duties of the work force, the number of shifts required, and all work schedules; to establish, modify, consolidate, or abolish jobs; to subcontract any work and/or services; and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE 18 FAMILY AND MEDICAL LEAVE ACT

18.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance with the same conditions as set forth in Article 28, but shall not receive any other benefit.

18.02 The Employer may require an employee to use accrued vacation, holidays or sick leave which shall be inclusive of the twelve (12) weeks of FMLA leave. Employees may designate forty (40) hours of accrued sick leave and forty (40) hours of accrued vacations leave not to be deducted as FMLA leave at their option. Such sick leave and vacation "banks" under this Article shall be separate.

ARTICLE 19 PROBATIONARY PERIOD

19.01 Employees shall be regarded as probationary for the first six (6) months of active employment. Employees shall not accumulate service or be eligible for benefits based upon service during this period. The Employer may lay off, discharge, or recall probationary employees without limitations by the terms of this Agreement and there shall be no responsibility for re-employment of probationary employees who are laid off or discharged during this period. However, the Employer agrees that if a probationary employee is laid off and rehired within a period of time not in excess of the time he had previously spent as a probationary employee, he will be credited with the time previously worked toward completion of his probationary period. Upon the completion of his probationary period, his seniority date will be established from his original date of hire or adjusted date of hire prior to the completion of his probationary period, whichever is applicable. Effective January 1, 2011 any new employee hired will have a one year probationary period so the employee can be observed through all major activities and seasons of work

19.02 During such probationary period, the Employer shall have the sole discretion to discipline or discharge the employee and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

ARTICLE 20 JURY DUTY

20.01 An employee who is called for jury duty for any of the courts of record in the state shall be privileged to so serve and while serving shall receive compensation by the Employer at the employee's normal rate in addition to any amount paid by the court for individuals serving as jurors.

20.02 The Employer shall pay an employee who serves on a jury his normal rate of pay. Any time off by an employee resulting from serving on a jury shall in no way diminish or reduce time, as provided in this Agreement, for vacations, holidays, personal earned time or paid sick leave.

ARTICLE 21 DISCIPLINE

21.01 Disciplinary action taken by the Employer shall be for just cause and will be applied in a corrective, progressive and uniform manner.

21.02 All non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reason(s) for the disciplinary action.

21.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Service Director/designee with a Union steward and/or Officer present, if so requested by the employee and/or Management.

21.04 With respect to discharge or suspension, members may be discharged or suspended by the Employer, without resorting to progressive discipline, for serious work-related offenses, including, but not limited to: 1) Dishonesty; 2) Working while under the influence or possession of intoxicating beverages or illegal drugs; 3) Fighting; 4) Transporting unauthorized passengers; 5) Possession or use of firearms on City-owned property and/or during work hours, etc.; 6) Dishonesty or Theft.

21.05 Depending on the circumstances giving rise to discipline, the progressive steps shall generally be (except as provided in Section 21.06)

First Offense: Counseling - there shall be a counseling session with the employee involved by supervision.

Second Offense: Written Reprimand – all reprimands shall be reduced to writing and the employee involved shall receive a copy, with a copy also forwarded to the Union

Third Offense: Suspension

Fourth Offense: Discharge

21.06 It is understood that the severity of the offense may warrant action which results in initiating action at any of the steps as contained in Section 21.05, above.

21.07 Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or be registered or certified mail, return receipt requested. The Notice served on the employee shall contain a reference to dates, times and places, if possible. Oral and written reprimands are subject to the grievance procedure only through the Mayor's level.

21.08 Discipline shall not be implemented until either:

- A. the matter is settled, or
- B. the employee fails to file a grievance within five (5) working days as provided by this procedure, or
- C. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator, or
- D. the penalty is implemented concurrent or after the decision of the Mayor or designee after Step 2 of the Grievance Procedure.

21.09 The Notice of Discipline served on the employee shall be accompanied by written statement that:

- A. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
- B. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- C. the employee is entitled to representation by a union representative at every step of the proceeding;
- D. a suspension without pay or discharge may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

21.10 The following administrative procedures shall apply to disciplinary actions:

- A. The Employer and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Employer shall hold an informal meeting with the employee who is also required to attend for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee

must be advised before the meeting that she/he is entitled to representation by the Union during the initial discussion.

- B. If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept this proposed discipline or to appeal by filing a grievance with the Employer, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) working days from receipt of the Notice of Discipline.

21.11 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

21.12 An employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

21.13 The Union and the employees agree that the procedures contained in this Agreement are sole and exclusive and that neither the Union nor the employees shall have any additional rights to a Mayor or Service Director's inquiry or to appeal, any form of disciplinary action (e.g., suspension, demotion or discharge) to any Civil Service Commission.

21.14 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date for verbal and written warnings, and eighteen (18) months after their effective date for suspension

21.15 The time limits established in this Article may be modified by mutual agreement.

ARTICLE 22 LAYOFF AND RECALL

22.01 Seasonal, probationary and/or part-time employees in the bargaining unit will be laid off first.

22.02 If further reduction becomes necessary, the employee(s) with the least seniority shall be laid off first, provided the remaining employees shall be required to perform any assigned work provided that they can meet the requirements of that job classification and are qualified and/or licensed to perform all duties, including the operation of necessary equipment.

22.03 Employees on layoff will be returned in the reverse order of the layoff procedure.

22.04 A laid off employee who refuses recall to any job classification, or who has been on layoff for twenty four (24) consecutive months, shall lose all recall rights.

22.05 If any employee is on layoff status for more than twenty four (24) consecutive months and loses recall (seniority) rights as defined in Section 22.04 above, or his seniority otherwise terminates per Section 11.6(e), such employee shall be entitled to severance pay, in an amount based on one (1) week of wages at his prevailing hourly rate at the time of severance pay entitlement, for each full year of service with the Employer.

ARTICLE 23 CONTRACT VALIDITY

23.01 This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto. If any provision of this Agreement is declared invalid by a Federal or State Court, the validity of the remainder of this Agreement shall not be affected thereby. Within thirty (30) days after any provision shall be declared invalid, the parties will meet to negotiate new language to place the invalid language which new language must be within both the spirit and intent of the language found to be invalid and must meet the legal tests established for the invalid provision.

ARTICLE 24 GRIEVANCE PROCEDURE

24.01 If a grievance or dispute should arise between the Employer and the Union or between the Employer and an employee or group of employees with respect to rates of pay, wages, hours of employment, or other conditions of employment as specified under the terms of this Agreement, such grievance or dispute shall be taken up in accordance with the procedure outlined herein. All grievances, except suspension and/or discharge, must be processed at the proper step in the progression in order to be considered at the subsequent step.

24.02 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure shall not be used to affect changes in the articles of this Agreement or matters not covered by this agreement which are controlled by provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions. It is further agreed that the grievance procedure will not be used to affect changes in or withdrawal of or written disciplinary warnings.

24.03 Any grievance not answered by the Employer within the stipulated time limits, may be advanced by the Union to the next step in the grievance procedure. A grievance not pursued to the next step by the Union or employee within the time limit established herein shall be considered settled based upon the last answer of management. All time limits on grievances may be delayed upon mutual agreement of the parties. Time limits, as set forth in this procedure, will not include holidays.

24.04 All written grievances should contain, within the details of the complaint, the following information:

- A. aggrieved employee's name and signature;
- B. aggrieved employee's classification;
- C. date grievance was first discussed;
- D. date grievance was filed in writing;
- E. name and supervisor with whom grievance was discussed;
- F. date and time grievance occurred;
- G. where grievance occurred;
- H. description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated;
- J. resolution requested.

24.05 The following steps shall be followed in the processing of a grievance:

INFORMAL STEP:

An employee having a grievance shall first submit his concern in writing to his supervisor. The supervisor shall investigate the matter and provide a verbal answer to the employee within two (2) calendar days. Any resolution of a grievance at this step must receive approval of the Service Director/designee.

STEP 1 -Written Grievance with Service Director/designee

If the employee and the supervisor are unable to resolve the problem at the discussion step, or the supervisor fails to provide an answer within the two (2) calendar days, the employee shall file a written grievance with the Service Director/designee. In order for the grievance to be recognized, it must be filed within five (5) calendar days from the date of the incident giving rise to an alleged grievance. The Service Director/designee shall meet within three (3) calendar days with the grievant, who will be accompanied by representatives of the Union, and respond on the grievance form within five (5) calendar days following the date of the meeting.

STEP 2 - Mayor

If the grievant is not satisfied with the Step 1 response, the Union may submit the original grievance to the Mayor or his designee within five (5) calendar days of the receipt of the Step 1 answer. The Mayor or his designee shall meet within five (5) calendar days with the grievant, who will be accompanied by Union representative(s). The Mayor or his designee shall provide a written answer within five (5) calendar days of the date of the meeting.

STEP 3 -Arbitration

1. Within ten (10) working days of the Mayor's or his designee's response, the grievant(s), through the Union, may refer the grievance to an arbitrator by giving written notice to the Mayor and the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation and Conciliation Service (FMCS). The Union shall be the first to strike, followed by the Mayor or his representative, and the parties will alternate in this respect until one (1) name remains on

the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, either party may request that the list be rejected and submit a request for another list from FMCS. The cost, if any, of obtaining a list shall be shared equally by the parties.

2. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non- arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision off the Arbitrator shall be final and binding on both the Employer and the Union.

3. The costs of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own costs of case preparation, presentation, and court reporter.

The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted, or to submit observations or declarations or opinion which are not directly essential in reaching a determination.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

All requests made by either party for the attendance of witnesses shall be made in good faith and consistent with the operating requirements of the department. Grievants shall lose no straight time earnings while in attendance at Step 1 and Step 2 grievance meetings with management representatives.

ARTICLE 25 RETIREMENT

25.01 Upon retirement from service after ten (10) or more years' service in the department, an employee may convert up to one-fourth (1/4) of the value of his accumulated sick leave credit, up to a maximum of one fourth (1/4) of one thousand seven hundred sixty (1760) hours or four hundred forty (440) hours pay) to cash at the rate of one (1) hour pay for each hour of sick leave at the rate of pay in effect on the date of retirement.

Upon retirement from service after fifteen (15) or more years of service with the City, an employee may convert up to one-half (1/2) of the value of his accumulated sick leave credit to cash at the rate of one hour of pay for each hour of sick leave at the employees; current rate of pay on the date of the employee's retirement.

25.02 Pension Pick-Up (Salary Reduction Method) The City agrees to implement a pension pick-up program as soon as possible after the approval of the IRS and the PERS Board which will reduce the employee's gross pay by the amount of the employee's contribution to the Public Employees Retirement System and the City will be responsible for both the City's and the employee's contribution to the Retirement Fund.

ARTICLE 26 VACATIONS

26.01 Effective January 1, 2013, all full-time employees of the City shall be entitled to vacation as follows:

After completion of one (1) year and up to five (5) years of continuous service – two (2) weeks' vacation.

After completion of five (5) years and up to ten (10) years of continuous service – three (3) weeks' vacation.

After completion of ten (10) years and up to fifteen (15) years of continuous service – four (4) weeks' vacation.

After completion of fifteen (15) years and up to twenty (20) years of continuous service – five (5) weeks' vacation.

After completion of twenty (20) years or more of continuous service – six (6) weeks' vacation.

26.02 Employees shall be permitted to break up all weeks of vacation into five (5) single vacation days (8 hour vacation days). In order to take, vacation days, the employee must give a twenty-four (24) hour notification to the Service Director. All vacation time, days must be approved by the Service Director/designee within twelve (12) hours of receipt of the notification.

26.03 For employees hired on or after January 1, 1997, the Employer shall not count prior service credit with any other employer and shall count prior credit only in accordance with

O.R.C. Section 9.44. Employees hired before January 1, 1997, shall continue to have prior service credit counted for purposes of vacation accrual as was permitted.

26.04 For the term of this Agreement, during the months between May 1st through September 30th, up to eleven (11) employees on vacation at one time. From October 1st through April 30th, up to ten (10) employees on vacation at one time.

ARTICLE 27 HOLIDAYS

27.01 Each full-time employee shall be entitled to the following twelve (12) days off with pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Day
Labor Day	Employee's Floating Birthday Holiday

27.02 An employee shall forfeit holiday pay if he does not work the last scheduled work day before such holiday and the first scheduled work day after the holiday. However, an employee may be excused from working the day before the holiday and the first scheduled work day after the holiday with approval of the Service Director/designee.

27.03 Holidays shall be taken on the specified date and in the year that they were earned and shall not be accumulated.

27.04 The employees floating birthday holiday can be taken any time between this calendar year's birthday and the next calendar year's birthday. The City will expect at least a forty-eight (48) hour notice. The City will waive the forty-eight (48) hour notice, depending on the circumstances, as determined on a case by case basis, by the City.

27.05 In the event the Federal Government declares another Federal Holiday, the Bargaining unit members will automatically receive the New Holiday.

ARTICLE 28 INSURANCE BENEFITS

28.01 Health and Hospitalization Insurance shall be furnished by the employer for all full time employees, including comprehensive major medical benefits, prescription drug benefits. The City shall also continue to provide major dental and vision care as currently in effect, as well as life insurance at two times the annual salary, accidental and dismemberment insurance.

28.02 Effective January 1, 2013 through December 31, 2013, all full time employees eligible and receiving any benefits listed and described in this Article shall pay to the

Employer one-hundred dollars (\$100.00) per month. The amount shall be paid through payroll deductions equally in each of the two pay periods each month. If the employee has no earnings the employee shall reimburse the Employer on or before the 15th of each month. To the extent permissible under the Internal Revenue Code such deductions shall be made from the employee's gross pay on a pre-tax basis. Life Insurance will remain at two (2) times the annual salary.

Effective January 1, 2014, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2013 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution throughout 2014 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis. Effective January 1, 2015, all full-time eligible employees who have met all of the bi-annual Wellness Initiative/Screening conditions of 2014 as established by the City and on file with the City's Director of Human Resources, and who are receiving the benefits listed and described in this Article shall continue to pay a monthly premium-contribution throughout 2015 of one hundred dollars (\$100.00) per month from their gross pay on a pre-tax basis.

Effective January 1, 2014 and through the expiration of this Agreement, an employee failing to meet any of the aforementioned bi-annual Wellness/Initiative/Screening conditions of the prior year shall pay one hundred twenty-five dollars (\$125.00) per month from his/her gross pay on a pre-tax basis, throughout the succeeding year.

28.03 In those cases where both spouses are employed by the City of Strongsville in any position or capacity, only one (1) will be eligible for health insurance coverage, which shall be the family plan as determined by first date of birth. In such circumstance, only the one eligible spouse shall be required to pay the premiums as set forth in Section 28.02.

28.04 The Employer shall have the right to select or change insurance carriers or coverage at its discretion provided such changes shall be effective for other City employees under the health plan. All benefits will remain as good or better regardless of the carrier.

ARTICLE 29 LUNCH/WORK BREAKS

29.01 Each employee shall be entitled to a one-half (1/2) hour unpaid lunch period, one (1) fifteen (15) minute break in the first four (4) hours of his shift, and another fifteen (15) minute break in the second four (4) hours of his shift. The lunch period for all employees will be designated from noon to 12:30 p.m. or as otherwise approved by the Employer due to the employees' schedules. A ten (10) minute paid wash up time will occur before lunch and at the end of each shift.

29.02 Employees may choose to work thru scheduled lunch breaks and receive one of the following: (1) Leave one-half (1/2) hour early or (2) receive overtime and work until the scheduled ending time upon approval from the Service Director or his designee.

ARTICLE 30 WAGES

30.01 Service department employees will receive hourly wages as specified in the classification wage schedule attached hereto as Appendix 1.

30.02 In addition to their base pay, all full-time employees shall receive additional compensation as longevity pay at the rate of five hundred dollars (\$500.00) upon the completion of the first five (5) years of service and increases of one hundred dollars (\$100.00) for each completed year of service thereafter.

ARTICLE 31 MISCELLANEOUS

31.01 The Employer will provide a space for a bulletin board for the exclusive use of the Union for the posting of notices which shall be restricted to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results.
- C. Notices of Union meetings.
- D. Notices of official Union business.

31.02 All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit and shall be posted during non-working time.

31.03 All other notice of any kind not covered in (A) through (D) above must receive prior approval of the Employer or his designee.

31.04 There will be a regularly scheduled thirty (30) minute unpaid lunch period on each shift.

31.05 The regular payday for all hourly employees shall continue on a bi-weekly basis.

31.06 The Employer shall require all full-time employees to wear uniforms while on duty. Such uniforms shall be provided by the City under the same conditions as in force at the time of ratification of the Agreement.

31.07 Nothing herein is intended to preclude the bargaining unit from discussing with the Service Director/designee any problems which arise from the provision of uniforms as outlined in Section 31.06.

31.08 The City agrees effective February 1, 2007 to a Safety Gear/Foul Weather Gear/Shoe Allowance of up to three hundred dollars (\$300.00) per full-time employee, per year of this Agreement. The open period for Safety Gear/Foul Weather Gear/Shoe Allowance will be from February 1st to November 30th of each year. All receipts shall be turned in all at one time, and the Full-time employees shall be reimbursed by the City the total amount of the receipts up to a maximum of three hundred dollars (\$300.00) per year. The above Safety Gear shall consist of Safety Boots (shoes), rubber boots, black or brown Carhartt type overalls and jackets. Rain

Gear shall consist of a solid color and will be worn with a safety vest. (Camouflage is not an option).

31.09 The City agrees to a six hundred fifty dollar (\$650.00) tool allowance for each mechanic each year, with receipts furnished to the Service Director.

31.10 The City agrees to provide one pager to each full time Service Department Employee. It is mandatory that each and every employee of the Service Department carry the pager in active mode during any and all working hours, while on call, or if committed to overtime. It is optional for employees to carry the City supplied pager during off hours.

ARTICLE 32 STANDBY PAY

32.01 Service Department employees designated and assigned by the Employer during non- scheduled weekend hours of work to be available for immediate response shall be entitled to an additional **one hundred thirty five dollars (\$135.00)** per weekend, when so assigned and are required to report to work. These sums shall be considered add-ons and shall be excluded from any and all economic calculations based on wages. Anytime an employee is assigned a pager during a Monday - Friday Holiday, **seventy-five dollars (\$75.00)** will be paid for the pager responsibility. Employees that call off sick the day prior to their weekend standby duty, or who fail to respond to a weekend standby call due to illness shall forfeit their standby pay. Service department pager duty shall follow the same rotation as previously followed with the exception that employees that are assigned pager duty due to their classification (Sewer department, Animal Control Officers, Mechanics, and Utility Repair Persons) shall not be eligible for the general service department pager duty. Service department employees designated and assigned by the Employer shall be the first employees to be called in for duty during that time in which they are assigned to pager duty, as per past practice.

In the event that no one has signed up for the general service department pager duty, management reserves the right to utilize personnel available through other pager duties, for general service department work.

All weekend pager duty times will be posted from start to finish.

32.02 Employees so assigned under Section 1 who fail to clock-in within 60 minutes of being notified to report shall forfeit the payment in Section 1, above for that weekend, except in cases of verifiable extenuating circumstances, or such time is extended by management.

32.03 Employees so assigned under Section 1 who are not available to report or do not report, except in cases of verifiable extenuating circumstances, or such time is extended by management, when so notified shall forfeit Section 1 payment for that weekend and be subject to disciplinary action.

ARTICLE 33 COMMERCIAL DRIVERS LICENSE

33.01 All employees shall be required to possess and maintain a valid Ohio Commercial Driver's License (CDL). Class A with the following endorsements: P - Authorizes the driver to drive vehicles designed to transport sixteen or more passengers, including the driver; N - Authorizes the driver to drive tank vehicles and any other endorsements that become necessary for the efficient operation of the Service Department.

33.02 Employees who fail to meet or fail to maintain the requirements as set forth in Section 33.01 shall be offered any full-time position available provided that they can perform the work of the available position and receive the adjusted rate of pay, if any, or be laid off in accordance with the provisions of Article 22 Lay Off and Recall.

33.03 Employees who are laid off as set forth, in Section 33.02 of this Article shall be recalled to their former positions and restored to their former rates of pay, on presenting proof of CDL certification as required by law. In the event such certification(s) are not attained or maintained at any time within twenty four (24) consecutive months of layoff, such employees shall be terminated.

33.04 The City shall pay fees associated with the maintaining of a Commercial Driver's License when required by the City to perform the duties of an employee's job excluding the regular driver's license. The City will maintain required records of endorsements and licenses at no cost to the employees. In the case of a required CDL, the City will pay the employees fees to maintain the license for any cost above that of maintaining a regular driver's license, provided such costs are not related to the loss of any such license or endorsement due to negligence or illegal actions on the part of the employee. Any employee that loses his/her CDL shall notify Management in writing immediately.

ARTICLE 34 FUNERAL LEAVE

34.01 Employees shall be granted up to a maximum of three (3) paid consecutive work days to grieve in the event of a death of an in State immediate family member. The City will also extend funeral leave unpaid to employees who have a death in their immediate family as listed below for out of State/Country funerals. For the purpose of this Article "immediate family" is defined as only: Mother, Father, Brother, Sister, Child, and Spouse. An employee shall be granted up to a maximum of two (2) paid consecutive work days to grieve in the event of a death of the following family members: Grandparents, Grandchild, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law, Sister-in-Law, Brother-in-Law, Step-Father, Step-Mother, Step-Brother, Step-Sister, Step-Child or legal guardian.

34.02 Additional funeral leave may be granted by the Service Director or his designee with the approval of the Mayor for funeral leave purposes, should the circumstances warrant.

34.03 The City will allow an employee to use vacation time or P.E. days for a close friend, relative not listed above for up to two (2) days for funeral leave.

ARTICLE 35 TOTAL AGREEMENT

35.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provision of this Agreement, all rules, regulations and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer. However, prior to such modification and/or discontinuance, the Employer shall give the Union at least ten (10) days' notice. If within those ten (10) days, the Union requests a meeting to discuss such modification and/or discontinuances, the Employer shall honor such request.

ARTICLE 36 DURATION OF AGREEMENT

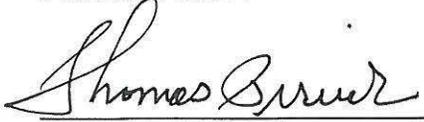
36.01

- A. This Agreement shall be effective as of **January 1, 2013** and shall remain in full force and effect until 12:00 midnight, **December 31, 2015**, unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) 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 the notice of intent.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement. This Agreement may only be amended or modified during the life of the Agreement by the express, mutual written consent of both parties.

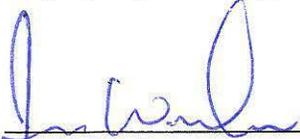
SIGNATURE PAGE

Signed this 8th day of January, 2013 at Strongsville.

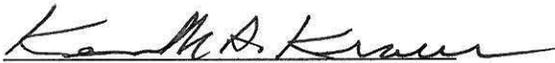
FOR THE CITY:



Thomas Perciak
Mayor, City of Strongsville



Joseph Walker
Service Director

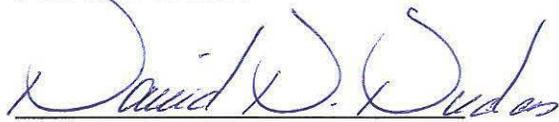


Kenneth A. Kraus, Law Director (for form)



Jon M. Dileno, Esq.
Special Labor Counsel for the City (for form)

FOR THE UNION:



David D. Dudas, Secretary Treasurer
Teamsters Local Union No. 52, I.B.T.



Kenneth A. Vadini, President
Teamsters Local Union No. 52, I.B.T.

APPENDIX 1 WAGE SCHEDULE

The City agrees to the following Wage increases from January 1, 2013 through December 31, 2015
 All Classifications will receive a two and one-quarter percent (2 ¼%) increase for 2013
 All Classifications will receive a two and one-half percent (2 ½%) increase for 2014
 All Classifications will receive a two and one-quarter percent (2 ¼%) increase for 2015

2013 WAGES

<u>Classification</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Vehicle Maintenance Crew Leader	\$27.79	\$27.97	\$28.23
Sewer Crew Leader	\$27.79	\$27.97	\$28.23
Utility Repairperson	\$26.49	\$26.89	\$27.59
Sewer Tech III	\$26.49	\$26.89	\$27.59
Vehicle Mechanic II	\$26.49	\$26.89	\$27.59
Vehicle Operator II	\$26.49	\$26.89	\$27.59
Arborist II	\$26.49	\$26.89	\$27.59
Sign Maker/Repair III	\$26.49	\$26.89	\$27.59
Sexton	\$26.49	\$26.89	\$27.59
Animal Control Officer	\$26.49	\$26.89	\$27.59
Sign Maker/Repair II	\$25.81	\$26.00	\$26.10
Tractor Trailer Driver	\$24.98	\$25.29	\$25.62
Sewer Tech II	\$24.98	\$25.29	\$25.62
Bus Driver	\$24.98	\$25.29	\$25.62
Vehicle Mechanic I	\$22.30	\$23.48	\$24.67
Vehicle Operator I	\$22.30	\$23.48	\$24.67
Sign Maker/Repair I	\$22.30	\$23.48	\$24.67
Sewer Tech I	\$22.30	\$23.48	\$24.67
Arborist I	\$22.30	\$23.48	\$24.67
Laborer	\$17.67	\$18.87	\$20.09
Tree Care Technician	\$17.67	\$18.87	\$20.09

2014 WAGES

<u>Classification</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Vehicle Maintenance Crew Leader	\$28.48	\$28.67	\$28.94
Sewer Crew Leader	\$28.48	\$28.67	\$28.94
Utility Repairperson	\$27.15	\$27.56	\$28.28
Sewer Tech III	\$27.15	\$27.56	\$28.28
Vehicle Mechanic II	\$27.15	\$27.56	\$28.28
Vehicle Operator II	\$27.15	\$27.56	\$28.28
Arborist II	\$27.15	\$27.56	\$28.28
Sign Maker/Repair III	\$27.15	\$27.56	\$28.28
Sexton	\$27.15	\$27.56	\$28.28
Animal Control Officer	\$27.15	\$27.56	\$28.28
Sign Maker/Repair II	\$26.46	\$26.65	\$26.75
Tractor Trailer Driver	\$25.60	\$25.92	\$26.26
Sewer Tech II	\$25.60	\$25.92	\$26.26
Bus Driver	\$25.60	\$25.92	\$26.26
Vehicle Mechanic I	\$22.86	\$24.07	\$25.29
Vehicle Operator I	\$22.86	\$24.07	\$25.29
Sign Maker/Repair I	\$22.86	\$24.07	\$25.29
Sewer Tech I	\$22.86	\$24.07	\$25.29
Arborist I	\$22.86	\$24.07	\$25.29
Laborer	\$18.11	\$19.34	\$20.59
Tree Care Technician	\$18.11	\$19.34	\$20.59

2015 WAGES

Classification	STEP 1	STEP 2	STEP 3
Vehicle Maintenance Crew Leader	\$29.12	\$29.32	\$29.59
Sewer Crew Leader	\$29.12	\$29.32	\$29.59
Utility Repairperson	\$27.76	\$28.18	\$28.92
Sewer Tech III	\$27.76	\$28.18	\$28.92
Vehicle Mechanic II	\$27.76	\$28.18	\$28.92
Vehicle Operator II	\$27.76	\$28.18	\$28.92
Arborist II	\$27.76	\$28.18	\$28.92
Sign Maker/Repair III	\$27.76	\$28.18	\$28.92
Sexton	\$27.76	\$28.18	\$28.92
Animal Control Officer	\$27.76	\$28.18	\$28.92
Sign Maker/Repair II	\$27.06	\$27.25	\$27.35
Tractor Trailer Driver	\$26.18	\$26.50	\$26.85
Sewer Tech II	\$26.18	\$26.50	\$26.85
Bus Driver	\$26.18	\$26.50	\$26.85
Vehicle Mechanic I	\$23.37	\$24.61	\$25.86
Vehicle Operator I	\$23.37	\$24.61	\$25.86
Sign Maker/Repair I	\$23.37	\$24.61	\$25.86
Sewer Tech I	\$23.37	\$24.61	\$25.86
Arborist I	\$23.37	\$24.61	\$25.86
Laborer	\$18.52	\$19.78	\$21.05
Tree Care Technician	\$18.52	\$19.78	\$21.05

LETTERS OF UNDERSTANDING

Cotton T-shirts

The City agrees, effective January 1, 2011, to replace the five (5) cotton t-shirts for each Service Worker in the Service Department on or about April 1st of each year of the Agreement.

Transitional Duty

The City agrees to continue the transitional duty program for work related injuries on a case by case basis. The City will post a notice of the transitional duty program in the break room as soon as an agreement is worked out with Workman's Compensation.

CPR Training and 1st Aid Training

Management shall provide annual CPR and 1st Aid training for all members of the Bargaining unit of the Service Department between April and July of each year. Members of the Bargaining unit shall attend and complete the CPR and 1st Aid training as provided.

Safety Issues

Management shall provide the necessary safety equipment to perform the duties of the Service Department.

Bargaining unit members shall adhere to all safe working practices including but not limited to the wearing of and/or use of all proper safety equipment and proper traffic control at all times. Any need for additional safety equipment, safety training or change in operations needed to provide safe working conditions shall be brought to the attention of the Service Director immediately.

Truck Driver Promotion

The City agrees that after eighteen (18) months of continuous service as a Laborer, the employee will receive an automatic promotion to Step 1 of the Vehicle Operator I position.

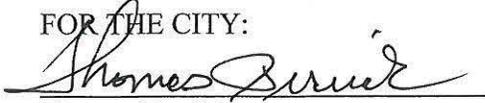
Reflective T-Shirts

The City will issue new Reflective T-shirts in 2013.

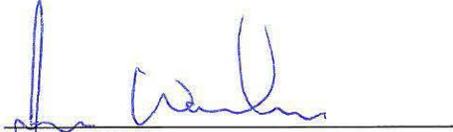
SIGNATURE PAGE

Signed this 8th day of January 2013 at Strongsville.

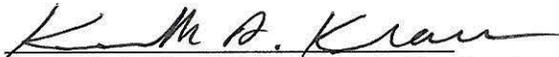
FOR THE CITY:



Thomas Perciak
Mayor, City of Strongsville



Joseph Walker
Service Director



Kenneth A. Kraus, Law Director (for form)



Jon M. Dileno, Esq.
Special Labor Counsel for the City (for form)

FOR THE UNION:



David D. Dudas, Secretary Treasurer
Teamsters Local Union No. 52, I.B.T.



Kenneth A. Vadini, President
Teamsters Local Union No. 52, I.B.T.

ATTACHMENT A



**City of Strongsville
SuperMed Plus
Effective January 1, 2007**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birth Date	
Lifetime Maximum	\$5,000,000	
Benefit Period Deductible -- Single/Family ¹	None 200/400	\$200 / \$400 400/800
Coinsurance	90%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) -- Single/Family	\$500 / \$800	\$1,000 / \$2,000
Physician/Office Services		
Office Visit (Illness/Injury)	90%	80% after deductible
Urgent Care Facility Services	90%	80% after deductible
Voluntary Second Surgical Opinion	90%	80% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90%	80% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (One exam per benefit period)	90%	80% after deductible
Well Child Care Services including Exam and Immunizations (To age nine, limited to a \$500 maximum per benefit period)	90%	80% after deductible
Well Child Care Laboratory Tests (To age nine)	90%	80% after deductible
Routine Mammograms (Limited to one per benefit period)	100%	100%
Routine Pap Test (Limited to one per benefit period)	100%	100%
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	90%	80% after deductible
Outpatient Services		
Surgical Services	90%	80% after deductible
Diagnostic Services	90%	80% after deductible
Diagnostic Mammograms	100%	100%
Diagnostic Pap Tests	100%	100%
Physical, Occupational and Chiropractic Therapies (10 visits then Medical Review)	90%	80% after deductible
Speech Therapy (10 visits then Medical Review)	90%	80% after deductible
Cardiac Rehabilitation	90%	80% after deductible
Professional Services	90%	80% after deductible
Supplemental Accident Care (Limited to the first \$500 of services received within 90 days after an accident)	100%	
Emergency use of an Emergency Room	90%	
Non-Emergency use of an Emergency Room	90%	80% after deductible



Prescription Drug Program¹
Effective January 1, 2007

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with/without Oral Contraceptive Coverage		
Generic Copayment	\$10 20	34
Formulary Copayment	\$15 30	34
Non-Formulary Copayment	\$30 60	34
Formulary Home Delivery Program with/without Oral Contraceptive Coverage		
Generic Copayment	\$20 40	90
Formulary Copayment	\$30 60	90
Non-Formulary Copayment	\$60 120	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Preferred Prescriptions® Drug List: A list of drugs on the Preferred Prescriptions® formulary will be used.

²If the member or physician request a brand name drug and a generic equivalent drug is manufactured, the member pays the Generic Copayment plus the difference between the brand and generic costs. If a generic drug is not manufactured, the member pays the Copayment only.



**City of Strongsville
Traditional Dental
With Orthodontia**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birth Date
Benefit Period Maximum (per member)	\$1,600
Benefit Period Deductible (per member)	\$50
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$1,000
Preventive Services	
Oral Exams – two per benefit period	80% UCR
Bite Wing X-Rays – two sets per benefit period	80% UCR
Prophylaxis (cleaning) – two per benefit period	80% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	80% UCR
Space Maintainers- limited to eligible dependents up to age 19	80% UCR
Emergency Palliative Treatment – includes emergency oral exam	80% UCR
Restorative Services	
Consultations and Other Exams by Specialist	80% UCR
Diagnostic X-Rays	80% UCR
Minor Restorative Services	80% UCR
Endodontics/Pulp Services	80% UCR
Periodontal Services	80% UCR
Repairs, Relines & Adjustments of Prosthetics	80% UCR
Simple Extractions	80% UCR
Impactions	80% UCR
Minor Oral Surgery Services	80% UCR
Biopsy of Oral Tissues	80% UCR
Histopathological Exams	80% UCR
General Anesthesia	80% UCR
Complex Services	
Gold Foil Restoration	50% UCR after deductible
Inlays, Onlays – one every five years	50% UCR after deductible
Crowns – one every five years	50% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	50% UCR after deductible
Partial and Complete Dentures – one every five years	50% UCR after deductible



**City of Strongsville
Vision**

Benefits	
Benefit Period	January 1 st through December 31 st
Dependent Age Limit	19 Dependent / 25 Student Removal upon Birth Date
Examinations	One per benefit period
Vision Examinations	\$20 per exam
Frames	One per two benefit periods
Basic Frames	\$20 per frame
Prescription Lenses	One per benefit period
Single Vision Lenses	\$15 per pair
Bifocal Lenses	\$25 per pair
Trifocal Lenses	\$35 per pair
Lenticular Lenses	\$75 per pair
Contacts In Lieu of Lenses	One per benefit period
Medically Necessary	\$150 per pair
Cosmetic	\$150 per pair

Note: Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.