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AFSCME OHIO COUNCIL 8 LOCAL 1649 AFL-CIO

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2013 to June 30, 2016

COLLECTIVE BARGAINING AGREEMENT

between

AFSCME OHIO COUNCIL 8
LOCAL 1649 – AFL-CIO

PATROLMEN

and

THE MAHONING VALLEY
SANITARY DISTRICT

EFFECTIVE

JULY 1, 2013

TO

JUNE 30, 2016

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COLLECTIVE BARGAINING
AGREEMENT

July 1, 2013

This Agreement is made and entered into as of this 1st day of July, 2013 by and between The Mahoning Valley Sanitary District, hereinafter referred to as the District and Ohio Council #8 and Local #1649, American Federation of State, County and Municipal Employees, AFL-CIO, hereafter referred to as the Union. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the District and the Union of enabling employees covered by this Agreement to participate through union representation in the establishment of terms and conditions of their employment, to secure a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences as to the terms of this Agreement between parties.

ARTICLE I - RECOGNITION

1. The District recognizes the Union as the sole and exclusive representative for all patrolmen of the Mahoning Valley Sanitary District, excluding all management level employees, professional employees and supervisors and all other employees, for the purpose of establishing rates of pay, wages, hours, and other conditions of employment.

2. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The terms "employee" or "employees" where used herein refer to all employees in the bargaining unit.

3. Temporary employees (seasonal and summer) will be hired by the District for a period not to exceed one hundred twenty (120) days. Such temporary employees will not accrue seniority and will be considered as probationary employees. They will not be subject to the Union Security Check-off provisions of this Agreement.

ARTICLE 2 - UNION SECURITY - CHECK OFF

1. It is hereby agreed that all present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members for the duration of this Agreement.

2. It is further agreed that employees covered by this Agreement who become members of the Union following the effective date of this Agreement shall remain members for the duration of this Agreement.

3. The District Agrees to deduct monthly Union dues and initiation fees in whatever sum is authorized by the Union, from the pay of employees who sign or have signed an authorization for check-off card (Appendix A) and submitted the same to the District.

4. Deductions will be made from the pay earned during the first bi-weekly pay period of each month. In the event that any employee whose pay is subject to deductions shall not be entitled to any pay for the first pay period of any month, such deductions shall be made from the first pay period of the following month, in addition to the regular deductions for that month, or, if that is insufficient, a subsequent pay period.

5. The District's obligation to make deductions shall terminate automatically upon an employee's termination of employment or transfer to a job classification excluded from this Agreement.

6. All deductions under this section shall be transmitted to the Union (Ohio Council 8, AFSCME, 6800 North High Street, Columbus, Ohio 43085-2521, Attention: Comptroller) no later than the tenth (10th) working day following the end of the first pay day of each month. District will furnish the Union, together with dues deduction check, an alphabetical list of all employees whose dues have been deducted, and the amount deducted for each employee. The Union will then certify this list to the District. The Union shall advise the District if there is any change of address.

7. The Union agrees that it will indemnify the District and save it harmless from any claim or action growing out of these deductions which may be made by any person against the District. The Union assumes full responsibility for the disposition of and accounting for the dues so deducted once they have been forwarded to the Union.

8. Fair Share Fee. Each employee covered by this Agreement, who fails voluntarily to acquire or maintain membership in the Union, shall be required, as a condition of employment beginning the first day of employment or on the effective date of this Agreement, whichever is later, to pay the Union a fair share fee, which shall not exceed the dues paid by the members of the Union who are in the bargaining unit covered by this Agreement; provided that any employee may pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501C(3) of the Internal Revenue Code, mutually agreed upon by such employee and the Union. Such employee shall comply with the applicable provisions of ORC 4117.09(C), a copy of which is attached to this contract as Appendix B. Such employee shall furnish to the local Union Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish such receipts as proofs of payment shall subject such employee to the same sanctions as would non-payment of Union dues under the Agreement.

ARTICLE 3 - UNION VISITATION

1. Representatives of the Union shall be permitted to enter the District property for the purpose of ascertaining whether this Agreement is being observed and for attending meetings with the District, provided, however such representatives shall first secure approval from the Chief Engineer or his designee. Such visits shall not interfere with the normal orderly operations of the District and such visits shall be subject to the general rules

of the District applicable to visits by non-employees; and, requests for visitations shall not be withheld unreasonably.

2. Employees selected by the Union to act as union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as Stewards. Each Steward shall have an alternate who shall act as the Steward when the Steward is absent from work.

3. There shall be one Steward who shall represent one or more classifications as agreed upon by the parties in negotiations. If the need arises to adjust either the number of stewards as provided in this Agreement or the agreed upon areas of representation, the District and the Union will endeavor to resolve the matter in a mutually satisfactory manner. It is the understanding of the parties hereto that there shall be one Steward for each department of the bargaining unit and the Union shall certify the names of said Stewards within thirty (30) day of the appointment of said Stewards.

4. Stewards and the local Union President, with the permission of their Department Head, will be permitted to take such time from their duties as may be necessary to investigate grievances and to attend meetings scheduled under the grievance procedure. Such permission will not unreasonable be withheld. The Steward, and, if necessary, local Union President, will be paid for time spent on such investigations and the Union agrees that time so spent by its representatives will be kept to the minimum amount needed for such purpose.

5. A Steward having an individual grievance in connection with his own work may ask for the local Union President to assist him in adjusting the grievance with his supervisor.

6. There shall be a Union Grievance Committee consisting of the local Union President, Vice President and Stewards to be selected by the Union, but there shall be not more than one steward per department unless mutually agreed upon by the District and the Union.

7. If deemed necessary by either the District or the Union, there shall be a regularly scheduled monthly meeting of the District and the Union Grievance Committee on the third Friday of each month. The purpose of such meeting will be (A) to consider grievances timely appealed to Step 3 of the Grievance Procedure, and (B) to discuss matters of mutual interest relating to the employees covered by this Agreement.

8. In the event of a reduction in the work force, the local Union President, Vice President, Treasurer and Recording Secretary shall be deemed to have seniority superior to any other bargaining unit employees for purposes of the Lay-Off, "Bumping", and Re-Call procedures as set forth hereinafter, provided however, that they have the necessary qualifications to perform the available work.

9. The Union shall within thirty (30) days of the effective date of this Agreement

furnish the District with a written list of the local Union Officers, Stewards and Alternate Stewards, indicating the departments and classification(s) and shift(s) to which each is assigned, and further, shall notify the District in writing of any changes therein.

10. The Union agrees that there shall be no Union activity on District time, except as provided for in this Agreement, provided that this section shall not be deemed to prohibit casual conversation between employees on Union matters.

ARTICLE 4 - GRIEVANCE PROCEDURE

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

2. A grievance is a dispute or difference between the District and the Union, or between the District and the employee concerning the interpretation and/or application of and/or compliance with any provisions of this Agreement, including any and all disciplinary actions, and when any such grievance arises, the following procedure shall be observed:

Step 1: When a grievance arises, the grievant shall discuss the matter with his immediate supervisor in an attempt to resolve the matter informally, within seven (7) days after the date of the grievance or of the grievant's knowledge of its occurrence. If the grievant desires, he may have his steward with him for such discussions. If the parties are unable to resolve the matter informally, then the grievance shall be reduced to writing by the grievant or the Union within the original seven (7) days. The supervisor shall give a written answer to the grievant within seven (7) days of the filing of the grievance. Once a grievance has been reduced to writing at Step 1 it may not be substantially changed.

Step 2: If the grievance has not been satisfactorily settled at Step 1, it may be presented in writing (Appendix C) to the Chief Engineer within five (5) days after receipt of the Supervisor's answer in Step 1. The Chief Engineer shall meet with the Local Union President and the Steward within five (5) days after notice of the grievance has been appealed. The Chief Engineer shall give a written answer to the Local Union President within five (5) days after the Step 2 meeting.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may, within seven (7) days after receipt of the Step 2 answer, appeal the grievance to Step 3 of the grievance procedure. The Union grievance committee and the District Board of Directors or their designee shall meet on

the third Friday of each month to discuss grievance(s) timely appealed to Step 3 of the grievance procedure. The Board or its designee shall give the Local Union President (with a carbon copy mailed to the Staff Representative) a written answer from the Board or their designee, within seven (7) days after the Step 3 meeting. Individual employees who have a grievance may attend that portion of the Step 3 meeting during which their grievance is being discussed. Both the Union and the District agree that circumstances may require the rescheduling of the Step 3 meeting. Such rescheduling may be done at the mutual convenience of the parties but in no event shall the hearing be delayed beyond thirty (30) calendar days from the original meeting date.

Step 4: If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service and the District at the same time of its intent to arbitrate the grievance. The form supplied by the "FMCS" shall be utilized for this purpose, and shall be sent by certified mail (return receipt requested) to the District office in care of the President of the Board. The arbitrator shall be chosen in accordance with the rules of the "FMCS". The fees and expenses of the arbitrator shall be borne equally by the District and the Union, and each party shall pay its own costs. If a grievance is withdrawn from arbitration, the party so doing shall bear the costs, if any. Employees shall not lose any straight time pay due to attendance at meetings in the various steps of the grievance procedure.

3. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction over only those disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this Agreement, including all disciplinary actions. The decision of the arbitrator shall be final and binding. In reaching his decision, the arbitrator shall have no authority:

- (a) to add to or subtract from or modify in any way any of the provisions of this Agreement;
- (b) to pass upon issues governed by law; or
- (c) to make an award in conflict with law. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him.

4. The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the District and the Union and/or between the District and an employee (or employees). All decisions of arbitrators consistent with Paragraph 3 above and all pre-arbitration settlements reached by the District and the Union shall be final, conclusive and binding on the District, and the Union

and the employees. Provided, that a grievance may be withdrawn by the Union at any time. The withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to the grievance or any future grievances.

5. The time limits provided for in this procedure may be extended by mutual agreement of the parties. Any grievance not timely presented, appealed or submitted to arbitration by the Union, or not answered by the employer, shall proceed to the next step under this Article; provided, however, that if, after the expiration of thirty (30) days from the District's Step 3 answer, the District gives written notice to the President of the Local that the time to submit the grievance to arbitration has expired, then, and in that event, the Union shall have ten (10) days to submit the grievance to arbitration and failing to do so, the right to arbitrate has been waived.

6. It is specifically agreed that neither the terms nor conditions of a new Agreement nor disputes as to general adjustments of wages shall be subject to the grievance and arbitration procedures of this Agreement.

7. The term "days" as used in this Article shall mean calendar days, exclusive of weekend days, which shall not be counted in computing any deadline under this Article.

ARTICLE 4A - GRIEVANCE MEDIATION

The parties will mutually waive these time limits if the mediation step is used. Once the decision is reached, time limits will recommence. Any time after the third step decision is rendered, either party may request an informal meeting to try and mediate the dispute. This informal meeting may be facilitated by a professional mediator or by the parties themselves as determined by the parties. The purpose of the meeting is to review all issues in dispute and determine if there is an answer available to the dispute. The outcome of any mediation, while binding on the parties, does not have to set a precedent. Once mediation is attempted, then the matter may proceed to arbitration.

The parties understand that they have mutually agreed upon an additional process within the existing grievance procedure which allows the parties to mediate any issue arising from a contractual dispute prior to demanding a third party arbitrator to hear the pending disagreement. The time limit for the mediation process shall be twenty (20) working days, unless mutually waived. The parties further agree that they shall have sole authority which precludes the authority of the State Employment Relations Board to determine which outside agency the parties will utilize to resolve such a dispute. The parties agree to mutually waive the above time limits if mediation is used and once the decision is rendered, all time limits will recommence.

ARTICLE 5 - VACANCIES

1. The District shall determine when a position within the bargaining unit is vacant and when or if it is to be filled. If the District eliminates a position that was in the bargaining unit, the District will notify the local Union President of the elimination.

2. When a vacancy occurs, or a new job is created within the bargaining unit, the District shall post a notice of the opening or openings for seven (7) consecutive calendar days. The notice shall contain the classification title, rate of pay, department, area of vacancy, brief job description, and date of posting. Employees who wish to be considered for the posted job must file written application with the Department Head by the end of the posting period.

3. All applications timely filed shall be reviewed by the District and the job will be awarded within ten (10) working days. The job will be awarded in accordance with the following preferable schedule:

(a) Qualified employees within the department on the basis of Departmental seniority;

(b) Qualified employees outside the department on the basis of Plant-wide seniority within the bargaining unit;

(c) Qualified employees outside of the bargaining unit employed by the Mahoning Valley Sanitary District who are members of Local 1649;

(d) If there are no qualified employees who bid, the District may fill the vacancy from outside.

4. Any full-time vacancy filled on or after July 1, 1994, regardless of prior postings, will be posted for bids in accordance with the contract; the full-time employees in all departments hold bidding rights before any of the part-time employees are allowed to bid. The job bidding section of the contract, moreover, shall allow for District wide bidding by full-time employees ahead of part-time employees, but amongst full-time employees departmental bidding will be maintained. Where automatic promotions to a higher classification is based upon years(s) of service in a particular classification a part-time employee shall be required to accumulate 2080 hours of service time to equal one year of required service. Other provisions of the contract notwithstanding, full-time employees shall be eligible for promotion to positions requiring a license ahead of part-time employees.

5. An employee who is awarded a job under the bidding procedure will be given a reasonable period of time, but not more than thirty (30) calendar days to prove that he is qualified to hold such a job on a permanent basis and if he cannot prove his qualifications within that period of time, he will be returned to his former job. The employee awarded the job under these provisions will be given reasonable help and supervision. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees on the same or similar jobs, and when his records as to the quality and quantity of work meet the standard applicable to the job. An employee will have the same thirty (30) days period to disqualify himself. The thirty (30) day period provided for herein may be extended by mutual agreement. An employee who is awarded a job under these provisions shall receive the permanent rate of pay for the new classification.

6. Probationary employees shall not be eligible to bid on vacancies.
7. All jobs in the Purification Department will be awarded in the following preferable schedule:
 - (a) qualified employees within the department holding at least a Class 1 OEPA Water Certification by seniority;
 - (b) qualified employees outside the department holding at least a Class 1 OEPA Water Certificate by plant wide seniority;
 - (c) qualified employees within the department;
 - (d) qualified employees outside the department by plant wide seniority;
 - (e) if there are no qualified employees who bid, the District may fill the vacancy from the outside.
8.
 - (a) It is agreed that a person's seniority begins when the job bid is awarded to the employee. The 30 day job qualification period will begin when employee starts the position he or she is awarded and actually works the 30 days, unless the employee waves his or her 30 day period.
 - (b) It is understood that an employee who returns to work in any department after leaving that department shall return to work in that department at the level reached through automatic progression after successfully bidding back to the department. It was also agreed that the employee's previous time served at the level the employee is being return to would count towards his progression to the next level under the timelines provided for the bargaining unit contract Article 8, Item 11. Any arrangements regarding a transfer shall be put in writing for the record.
9. In the event employees have the same plant wide and/or department seniority date, alphabetical order shall prevail.

ARTICLE 6 - NON-DISCRIMINATION

1. Both the District and the Union recognize their respective responsibilities under Federal and State civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, national origin, age, sex, handicap or religious affiliation.

2. The parties agree that there shall be no discrimination, interference, restraint, coercion or reprisal by either of them against any employee or any applicant for employment because of Union membership or non-membership or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 7 - DISCIPLINE

1. All discipline shall be for just cause. The right of the District to discipline employees for just cause is essential to safe and efficient operations and it is hereby recognized. Such discipline may take the form of an oral warning, a written warning a suspension without pay, or discharge, depending upon the seriousness of the offense and the facts and circumstances of each case. It is specifically recognized that any discipline imposed may be made the subject of a grievance. A copy of any disciplinary action will be given to the employee and the appropriate steward. If the disciplinary action was an oral warning, notice that such a warning was given will be sufficient for these purposes.

2. Whenever the District imposes discipline upon an employee upon a current charge, it will not take into account any prior infractions which occurred more than twenty-four (24) months previously, provided that there has been no other discipline in the twenty-four (24) months immediately preceding the event for which discipline is proposed.

3. In order to determine if the employee has been disciplined for "just cause", the arbitrator or other persons involved shall consider seven (7) factors which are as follows:

(a) Did the company give the employee forewarning of the possible or probable disciplinary consequences of the employee's conduct?

(b) Was the company's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?

(c) Did the company, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

(d) Was the company's investigation conducted fairly and objectively?

(e) During the investigation did the investigator obtain substantial evidence or proof that the employee was guilty as charged?

(f) Has the company applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

(g) Was the discipline administered by the company reasonably related to the seriousness of the employee's proven offense?

ARTICLE 8 - SENIORITY

1. Seniority shall be an employee's uninterrupted length of continuous service with the District and the Department, depending on the question involved. An employee shall have no seniority for the probationary period, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

2. If an employee is discharged or quits at any time and is later rehired, he shall be considered a new employee.

3. There shall be two (2) types of seniority, within the bargaining unit:

(a) Plant-wide seniority, which seniority is the total cumulative service with the District, and,

(b) Department seniority, which seniority is the total length of service an employee has been employed in the department.

In the event employees have the same plant wide and/or department seniority date, alphabetical order shall prevail.

4. An employee may accumulate seniority in only one department at time. When an employee is transferred from one department to another department, he shall be placed at the bottom of the seniority list in that department to which he was transferred.

5. Seniority shall be broken (or terminated) when an employee:

(a) Quits or resigns;

(b) Is discharged for just cause, and is not reinstated upon appeal;

(c) Fails to report for work when recalled from layoff within five (5) working days from the date on which the department sends the employee notice by certified mail (to the employee's last known address as shown on the department's record).

(d) Is absent for three (3) consecutive working days without notifying the Employer, unless proper excuse is shown;

(e) Is laid off from work for a period of twenty-four (24) consecutive months.

6. The District shall prepare and post a seniority list showing the seniority of all employees, and, unless an employee files a written objection to any of the information on such list, the information pertaining to the employee shall be considered as accurate. The District shall revise such list and post the revised list at least once annually between the

dates of January 1 and January 15 of each year.

7. New employees shall be considered as probationary employees for the first 120 days of their employment. During their probationary period, employees may be discharged at the will of the Employer and such discharge shall not be subject to the grievance and arbitration procedure provided in this Agreement.

8. The District will, as soon as is reasonably possible, provide the Union with a list of all new employees hired by the District within the bargaining unit and such lists shall contain their name, address, job classification, department, date of hire and pay rate.

9. The District will, as soon as is reasonably possible, provide the Union with a list of employees who quit, retire, terminate, are granted leaves of absence, or transfer out of bargaining unit; the list shall contain the name, job classification, department, date of action taken.

10. Seniority shall accumulate during the period of any leave of absence granted to an employee under the provisions of this Agreement.

ARTICLE 9 - OVERTIME- EQUALIZATION OF OVERTIME

1. The District shall be the sole judge of the necessity for overtime. All overtime will be offered to employees by their supervisor in accordance with their ability to perform the work and with their department seniority on a rotating basis. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the District shall assign the overtime work to employees who are qualified within the same shift involved in the inverse order of seniority and employees must work such overtime when assigned.

2. Overtime will be equalized in the following manner:

(a) The hours will be charged in accordance with the number of hours paid as overtime (any time over forty hours in a week). In the case of operating personnel, overtime for holidays is not charged; while a holiday generated sixth day will add four (4) hours to the employee's total.

(b) If an employee refuses to work overtime, he will be charged the number of hours he would have gained, had he accepted.

(c) Management will call out, for overtime, the employee with the least amount of overtime hours or an employee within 6 hours of the least amount of overtime hours. Should management violate this 6 hour provision, upon the filing of the appropriate grievance, management will guarantee the grievant the next overtime turn, or, if a turn is not available within 3 weeks, management will schedule overtime to compensate the grievant for the violation schedule overtime on their next short week. This make-up overtime will not affect any past scheduling practices.

(d) If an employee is on extended leave (more than 2 weeks) and, upon his return, a wide gap between him and the next highest employee exists on the overtime charge he shall be brought to within 7 hours of the next highest man.

(e) Overtime will be distributed by classification. However, this does not preclude the use of qualified personnel for overtime out of their classification if an emergency arises.

(f) Overtime hours will be kept current and posted in each department.

3. The employer will pay one and one-half times an employee's hourly rate for time worked in excess of forty (40) hours in any work week, or eight (8) hours in any twenty-four (24) hour period. There shall be no duplicating or pyramiding of overtime pay or premium pay under this or any other provision of this Agreement. For the purposes of computing overtime pay, holiday pay shall be considered hours worked.

ARTICLE 10 - TEMPORARY TRANSFER

1. The District may temporarily transfer employees from one job classification to another job classification either within the same department or to another department, and so long as such transfer is not capricious and is necessary to the District, such transfer may be made without regard to seniority if the transfer is for a period of four (4) calendar days or less. If the transfer is for more than four (4) calendar days, it shall be made in accordance with seniority. A temporary transfer shall not exceed one hundred twenty (120) calendar days, unless mutually agreed upon by the Union, the District and the employee.

2. Any employee who performs work in a lower classification shall receive his regular rate of pay. Any employee who performs work in a higher classification shall be paid the rate of the higher classification for all hours worked in the higher classification. Vacation, Holiday, Bereavement, Paid Personal Days and Sick Leave pay while on temporary transfer shall be at the rate of the employee's regular rate of pay.

3. It is agreed that if an individual is temporarily transferred (into one position after awarded another position) due to staffing needs to maintain operation in the best interest of the District, the Union and Management would meet. This meeting would be used to discuss particulars regarding the impact to Departmental seniority, effective date of a transfer, and date of award of a job if necessary.

ARTICLE 11 - LAYOFFS AND RECALLS

1. When a reduction in the working force becomes reasonably necessary, employees shall be laid off in the following order:

(a) Part-time, seasonal and temporary employees;

- (b) Employees who have not completed their probationary period;
 - (c) Employees who have completed their probationary period.
2. (a) When a layoff is necessary, employees shall be laid off in accordance with the above order on the basis of plant-wide seniority within their department. An employee who is laid off shall be able to bump another employee with less seniority provided he meets all qualifications required to perform in that position.
- (b) For the purposes of this agreement, a job abolishment is construed to be a layoff.
3. In the event employees have the same plant-wide seniority date alphabetical order shall prevail.
4. Before any bargaining unit employee is given notice of layoff under Paragraph 2 above, the District and Union will meet immediately for the purpose of attempting to find an available job within the bargaining unit, in accordance with the layoff procedure. The Union shall receive a copy of all such layoff notices.
5. All regular full-time employees shall be given a minimum of thirty (30) calendar days advance written notice of layoff or job abolishment indicating the circumstances which make the layoff necessary, unless the layoff is due to circumstances beyond the control of the District such as an act of God or an unforeseen emergency, in which as much advanced notice is reasonably possible will be given.
6. In the event an employee is laid-off, he may, upon request, receive payment for earned but unused vacation as quickly as possible.
7. A laid-off employee shall accumulate seniority during any period of layoff due to work force reduction.
8. Recalls from layoff shall be made in the reverse order of the layoff provided that the employee recalled has the ability to perform satisfactorily the duties of the job for which he is recalled. Employees transferred to other positions as a result of layoffs shall have a preferred right to return to their former position. Employees being recalled shall be notified to report for work by notice from the Employer sent by certified mail to the employee's address which he has given to the Employer for such purpose. Such employee shall have five (5) days, exclusive of Saturdays, Sundays, or holidays from the date of receipt of such notice, to report for work. The employee shall be responsible for keeping the employer informed of his current address.

ARTICLE 12 - NEW JOBS

1. If substantial changes in the method of operation, tools, or equipment of a job

occur, or if a new job is established within the bargaining unit, which has not previously been classified, the District shall meet with the Union for the purpose of negotiating a rate of pay and classification or placing the job in an existing classification. In the event the District and the Union are unable to reach an agreement on the issue, the District shall establish a temporary rate and classification and will promptly notify the Union in writing. Thereafter, the Union may file a grievance at Step 4 of the Grievance Procedure. The arbitrator shall have the authority to establish a new rate and classification or place the job in an existing classification. Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and classification mutually agreed to between the District and the Union, or decided by the arbitrator, shall become part of the wage agreement attached hereto. (Appendix D)

2. Work customarily performed by bargaining unit employees may also be performed by supervisors to the extent currently in practice.

ARTICLE 13 - HOURS OF WORK

1. Work schedules shall be posted on or before noon on Friday for the following week. In the event of a change in the posted schedule, the affected employee will be given as much advance notice as is reasonable possible.

2. Work Week.

(a) The Work week shall be seven (7) consecutive days beginning at 12:01 Sunday and ending at midnight Saturday.

(b) The normal schedule for the work week shall be five (5) consecutive days of work and two (2) consecutive days rest.

3. Work Day. The work day of each employee shall be the twenty-four (24) hour period starting at the time the employee begins work. Employees shall work eight (8) consecutive hours in the normal work day and receive a paid thirty (30) minute lunch break which shall be scheduled as the daily work load requires. All employees shall receive two (2) fifteen (15) minute break periods each day, one to be taken in the first half of the work day, and the other to be taken in the second half of the work day, both to be scheduled by their supervisors. All employees shall receive a twenty (20) minute clean-up period, which shall be the last twenty (20) minutes of the employee's scheduled shift and which is to be taken on plant grounds.

4. During Daylight Savings Time. Employees working the 7 hour shift will get paid 7 hours. Employees working the 9 hour shift will get paid 9 hours.

5. Rotating Schedules. All employees shall have the right to bid a preferred work hour schedule based on the most departmental seniority.

ARTICLE 14 - SAFETY

1. The District will provide safe, sanitary and healthful working conditions.
2. There shall be a Joint Safety Committee composed of three (3) Union Members and at least two (2) Employer representatives. The Union will endeavor to select its members from different departments in order to provide broad representation on the committee. The Committee will meet at times as they may be needed. The function of the committee shall be to monitor and review safety measures and to make recommendations to the Employer in any matter involving safety.

ARTICLE 15 - LEGALITY

It is the intent of the District and the Union that this Agreement comply with applicable legal statutes and both federal and Ohio law. If it is determined that any provision of this agreement is in conflict with law, such decision shall not affect the validity of the remaining provisions and/or paragraphs of this Agreement and the District and the Union shall meet within fourteen (14) days for the purpose of negotiating a lawful alternative provision.

ARTICLE 16 - MANAGEMENT RIGHTS

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117, Ohio Revised Code impairs the right and responsibility of each public employer to:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the 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, or layoff, 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.

The District is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 17 - NO STRIKE - NO LOCKOUT

1. The Union agrees that the provisions of Ohio Revised Code Section 4117.14 which prohibits members of a police department from striking are applicable to the employees covered by this agreement. Therefore the Union agrees that there shall be no strikes during the term of this Contract. For the purposes of this provision the definition of "strike", which is set forth at Ohio Revised Code Section 4117.02 (H) shall apply.
2. The District agrees that it will not institute a lockout during the term of this contract.

ARTICLE 18 - CONTRACTING OUT

The District agrees not to engage private contractors to perform work normally performed by the bargaining unit employees, provided such employees are available and are able to perform the task efficiently and timely. No such contracting may result in the lay-off, or continued lay-off, of a bargaining unit employee.

If the District anticipates contracting out work currently being performed by bargaining unit employees, the Union will be notified in writing at least sixty (60) days prior to the publication of any notice inviting bids or, if bids are not required, sixty (60) days before commencement of work.

Following the notice, the District will meet with the Union to discuss the information contained in the notice, and the plan to contract out work.

Any decision to contract out work presently being performed by bargaining unit employees will be based on cost effectiveness and service to the public, and will be implemented only at the direction of the Board of Directors, upon first receiving a recommendation to contract out from the Chief Engineer of the District.

ARTICLE 19 - PERSONNEL RECORDS

An employee shall have the right to review all material in his personnel file subject to the following procedures: He may do so during the normal business hours of the District

office and the Chief Engineer or his representative shall be present. The employee may not remove anything from the file without the permission of the Chief Engineer or his representative.

ARTICLE 20 - JURY DUTY AND WITNESS PAY

1. An employee who is called for jury service shall be excused from work on the days which he serves and he shall receive for each day of jury service on which he otherwise would have worked the difference between the payment he received for jury service and the amount he would have received had he worked on such day.

2. An employee who is subpoenaed to testify as a witness in court for legal proceedings not connected with the District shall be excused from work for the time necessary for him to testify and he shall be paid at his regular rate for all time lost from scheduled work less any payments he receives as a witness. No employee shall receive pay under this provision if he testifies as a witness against the District in a case in which the Union is a party. The employee must submit documentary proof of the amount received by him as a juror or witness.

3. An employee subpoenaed or otherwise required to testify as a witness in court for the District shall be excused from work if such appearance in court is to take place during his scheduled work hours for the time necessary for him to testify and he shall be paid at his regular rate for all time lost from scheduled work less any payment he receives as a witness. However, any such witness time shall not be subject to the provisions of Article 28, paragraph 3 - Call Out Pay - of this Agreement and if such witness time is outside the employee's scheduled work hours shall be limited for pay purposes to two hours. The employee shall notify his supervisor immediately upon receipt of any subpoena or requires for testimony in court.

ARTICLE 21 - LEAVES OF ABSENCE

1. Sick Leave

All sick time off shall be charged against accrued sick leave balances exclusively.

(a) Full time employees shall accrue sick leave at the rate of ten (10) hours per month in which they work at least one hundred twenty (120) hours. Employees working less than one hundred twenty (120) hours will accrue sick leave on a pro-rata basis. (Example: 72 hours worked equals 6 hours sick leave, $72/120 \times 10 = 6$). Sick leave used as provided herein shall be charged against the employee's accumulated sick leave. Employees may use sick leave, upon approval of the Chief Engineer, for absence due to illness, injury, or exposure to a contagious disease which could be transmitted to other employees. Paid sick leave or workman's compensation time does not constitute active pay status for purposes of calculating sick leave.

All employees accumulated sick leave hours shall be posted every three (3) months.

(b) Employees may use their sick leave benefits because of an illness or injury to a member of the employees' immediate family where the employee's presence is required and necessary for treatment. For these purposes, such illness or injury shall require the employee's care or attendance which cannot be obtained otherwise from another family member or relative. For each such illness or injury, a maximum of four (4) days of sick leave shall be allowed.

Immediate family is defined as spouse, parent, child, ward, brother, sister, grandparent or grandchild; or one of the following relatives who makes his or her home with the employee: parent-in-law, brother or sister-in-law, aunt, uncle, niece, and nephew.

(c) An employees who wishes to use his sick leave must notify his immediate supervisor of his inability to work as far in advance of his scheduled starting time as is reasonably possible. Employees on sick leave shall report back on duty at least eight (8) hours prior to their scheduled shift or work day to their supervisor.

(d) The Chief Engineer may require the employee to furnish satisfactory proof that the absence was due to one of the causes for which sick leave may be used, if the employee is absent more than three (3) consecutive days of sick leave usage.

(e) The previously accumulated sick leave of an employee who has been separated from public service may be placed to his credit upon his employment with the District upon the approval of the Board of Directors.

(f) Part time employees shall accumulate such benefits on a pro-rata basis.

(g) Employees who have ten (10) or more years of seniority at the time of their retirement from the District may receive pay for one-half of the value of their accrued but unused sick leave up to a maximum of one-half of one hundred eighty (180) days. Such payment shall be based upon an employee's rate of pay at the time of his retirement or termination. Such payment shall eliminate all sick leave credit accumulated by the employee while employed by the District.

2. Bereavement Leave

When death occurs in a full-time employee's immediate family which includes; spouse, parent, child, ward, brother, sister, grandparent, grandchild, or relative who made

his or her home with the employee, the employee may be absent with pay for up to four (4) working days to arrange for and/or attend the funeral. In the case of death of an employee's parent-in-law, brother-in-law, sister-in-law, and spouse's grandparent such bereavement leave shall not exceed two (2) working days off with pay. Bereavement leave shall be limited to one time in the tenure of an employee for father or step-father and mother or step-mother and step-grandparent.

Step parents shall be allotted three days of bereavement leave upon the death of a step-child. Use of vacation time to extend bereavement leave shall not be unreasonably denied. Bereavement leave shall not be deducted from the employee's sick leave. The term "working days" shall be understood to mean the employee's scheduled working days.

3. Leave of Absence for Personal Reasons

An employee with one (1) or more years of service may, for good cause shown, be granted a leave of absence for personal reasons. Such leave shall not be for a period longer than six (6) months, and it shall be without pay. Requests for such personal leave shall be granted at the discretion of the Board of Directors and shall not be unreasonably denied.

4. Union Leave

At the request of the Union, made at least fourteen (14) days in advance, a leave of absence without pay may be granted to an employee to perform Union business which can only be done away from the employee's work. Such request shall not unreasonably be denied. Such leave shall not exceed ten (10) days in any one calendar year.

5. Military Leave

(a) An employee who leaves employment for the purpose of entering the Armed Forces, Reserves, or National Guard shall be entitled to the rights and protection of all federal and state laws on Veterans' Re-employment rights which include the right to return to his former job without loss of seniority or other benefits.

(b) An employee who is required to attend an encampment and unit training assembly of the reserves of the Armed Forces or National Guard shall be paid for all time he was scheduled to work and did not work because of such encampment, for up to a period of thirty-one (31) calendar days in any one year. Such employees shall receive the difference between the amount paid by the Government and the amount he would have been paid had he worked at the District, plus any holiday in such thirty-one (31) day period which he would not have worked.

6. Return from Leave of Absence

(a) The District may require medical proof of an employee's physical and/or mental fitness to perform his job at the expiration of any leave of absence under this Article 21. The District may require the employee to be examined by a physician selected by the District at the District's expense. If a dispute over an employee's physical fitness exists after he has submitted the report of his personal physician and he has been examined by a physician for the District, the employee may elect to be examined by a third physician who is mutually agreeable to the Union and the District, and the opinion of the third physician shall control. The cost of the third physician shall be shared equally by the District and the employee. The purpose of the medical examination is to determine if the employee is physically and mentally able to perform his job.

(b) An employee may return to work prior to the expiration of his leave of absence provided he gives reasonable advance notice to the District and provided he is physically and mentally able to perform his job.

7. Family and Medical Leave Policy

(a) This Family and Medical Leave Policy shall apply and govern whenever applicable and appropriate, the objective of the parties being to comply with applicable Federal and State laws and regulations whenever any provision in this Labor Contract is not consistent with rights provided under the Family Medical Leave Act of 1993.

(b) Pursuant to the Family and Medical Leave Act of 1993 (hereinafter referred to as "Family Leave"), employees who have worked a minimum of twelve (12) months and 1,250 hours over the previous twelve (12) month period, may be eligible for up to twelve weeks of unpaid leave. The leave may be granted for one of the following reasons:

(1) Birth and/or care of a newborn child, or placement for adoption or foster care if such leave occurs within twelve (12) months of the birth placement.

(2) To care for an employee's family member (spouse, siblings(s), child(ren), parents (in-law), guardian or an individual who stands in loco-parentis), who has a serious health condition (illness, injury, impairment or physical or mental condition which requires either inpatient care or continuing treatment by a Certified Health Care Provider and for a period of more than three (3) work days.

(3) For a serious health condition that makes an employee unable to perform his job duties.

A request for Family Leave, along with appropriate medical certification when requested, due to a serious health condition, should be submitted thirty (30) days in advance when the leave is foreseeable or with as much advance notice as is possible. A medical certificate verifying the employee's fitness for duty must be submitted prior to the employee's return to work if the leave is for personal illness or injury.

When requesting Family Leave, the employee may request paid leave, where applicable (sick leave, personal or vacation) along with leave without pay to cover his time while on Family Leave.

The combined paid and unpaid leave will constitute time counted in tracking the Family Leave. If the employee is not released to return to work from a serious health condition at the end of the twelve (12) weeks of Family Leave, then the employee may request additional leave which shall be granted solely at the discretion of the Board of Directors.

The District may require a medical evaluation (second and third opinions) at the District's expense to support the employee's request for extended leave and a Fitness for Duty Report to return to work, where applicable.

The District will continue an eligible employee's health coverage under the District's group health plan during an approved Family Leave for up to twelve (12) weeks.

If the employee fails to return to work following Family Leave, the District will notify the employee that his options for continued Health insurance coverage under COBRA are applicable.

Failure to return from Family Leave and any subsequent District approved leave shall cause the employee to be responsible for the total health plan costs paid by the District, except where the failure to return is due to a serious health condition or circumstances beyond the employee's control.

Family Leave need not be for twelve (12) weeks consecutively, but in no case can Family Leave exceed twelve (12) weeks in a twelve (12) month period, twelve (12) months being calculated from commencement of leave.

Employees returning to work from approved Family Leave will be returned to their previous position or a similar position if the employee's position no longer exists, or unless a reasonable accommodation is made consistent with the provisions of the Americans with Disabilities Act.

Intermittent leave or a reduced leave schedule will be approved only when certified as medically necessary. An employee approved for intermittent or reduced leave may be transferred by the District to an available alternative position with equivalent pay and benefits for which he is qualified.

If the District believes that the use of intermittent leave is inappropriate the District may require medical documentation for each period of intermittent leave. When documentation is required, it shall be presented either the day prior to the leave use or immediately upon the employee's return from leave.

ARTICLE 21A - SICK LEAVE POLICY

1. The District and the Union hereby agree to adopt and implement the Sick Leave Policy which is set forth in Appendix E and incorporated herein.

2. If the Chief Engineer requires satisfactory proof that any employee absence was due to one of the causes for which sick leave may be used, the employee consents to and authorizes the Chief Engineer or his designee to contact the employee's health care provider to determine only that the employee was seen by the health care provider and/or that any sick leave document is legitimate.

ARTICLE 22 - WAGES

1. The Mahoning Valley Sanitary District provides to its employees a bi-weekly payroll schedule which consists of regular pay periods of two (2) weeks.

2. All current and future employees are required to receive their bi-weekly payroll via direct deposit.

3. The wage scales as set out in Appendix D attached hereto shall be effective July 1, 2013 and ending June 30, 2016.

4. All bargaining unit employees hired after July 1, 2003 shall be subject to the following wage schedule:

FIRST YEAR OF EMPLOYMENT - Seventy percent (70%) of the applicable wage rate for Patrolmen.

FIRST RATE INCREASE - Eighty percent (80%) of the applicable wage rate for Patrolmen after the passage of two (2) years from date of hire, or an employee actually working 2080 hours.

NEXT RATE INCREASE - Ninety percent (90%) of the applicable wage rate for Patrolmen after the passage of four (4) years from date of hire, or an employee actually working 4160 hours.

NEXT RATE INCREASE - One hundred percent (100%) of the applicable wage rate for Patrolmen after the passage of six (6) years from date of hire, or an employee actually working 6240 hours, whichever first occurs.

5. The District reserves the right to set the wages for a new hire at a level higher

than the first year tier rate based on consideration of the experience level and qualifications of the new hire. If an employee is hired at a level higher than the first year tier rate, his next subsequent tier increase, if any, shall occur on each anniversary date of hire.

ARTICLE 23 - VACATIONS

All vacation time off shall be covered by accrued vacation time exclusively.

1. Full time employees who have completed at least one year of service shall receive paid vacation benefits indicated in the following table:

<u>YEARS OF SERVICE</u>	<u>HOURS OF VACATION</u>
1 year but less than 5	80
5 years but less than 10	120
10 years but less than 15	160
15 years but less than 20	200
20 years but less than 25	240
25 years or more	280

Such employees shall accrue vacation credit as shown in the following table:

<u>YEARS OF SERVICE</u>	<u>HOURS OF VACATION</u>
0 years but less than 5	3.1 hrs. per bi-weekly pay period
5 years but less than 10	4.6 hrs. per bi-weekly pay period
10 years but less than 15	6.2 hrs. per bi-weekly pay period
15 years but less than 20	7.7 hrs. per bi-weekly pay period
20 years but less than 25	9.2 hrs. per bi-weekly pay period
25 years or more	10.75 hrs. per bi-weekly pay period

2. The District will continue the established practice of crediting forty (40) hours to an employee’s vacation accrual when the employee progresses to the next higher level of accrual. For example, when an employee reaches five (5) years of service he receives forty (40) hours of accrued vacation and thereafter accrues vacation at the “five year” rate.

3. Vacation leave shall be taken by the employee during the year in which it accrued and prior to his next employment anniversary date. Such leave shall be scheduled by the employee’s immediate supervisor. Employees may take one-day vacations provided they receive permission in advance from their immediate supervisor. Employees may, in special and meritorious cases approved by the Chief Engineer, carry over his vacation leave to the following year, provided however, no vacation leave shall be carried over more three (3) years. The request for vacation scheduling described in this paragraph shall not be denied unreasonably.

4. An employee who is absent because of his illness or inability and who has

used all of his sick leave benefits may use his accrued vacation during such absence if he so elects.

5. Each department head shall keep records indicating the vacation allowances of the employee in his department. Vacations shall be scheduled according to the seniority of the employees, the operating needs of the department, and, to the extent possible, the written request of the employee.

6. Employees who separate service shall receive payment for all unused vacation they have at the time of separation up to a maximum of one year's benefit. The pay for such vacation benefit shall be the employee's rate of pay at the time of his separation. In the event of the death of an employee, the unused vacation benefits existing for the employee at the date of his death shall be paid to his legal beneficiary.

7. If one or more of the holidays listed in Article 24 hereof occurs during an employee's vacation period, it shall not be charged as a vacation.

8. The Vacation week shall include the employee's two days off immediately preceding the first scheduled day of vacation. In the case of continuous operations employees, the established practice shall continue.

ARTICLE 24 - HOLIDAYS

1. Full time employees shall be entitled to thirteen (13) paid holidays as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Friday before Easter	Christmas Eve (½ day, four hours)
Memorial Day	Christmas Day
Independence Day	New Years Eve (½ day, four hours)
Labor Day	Employee's Birthday

2. Holidays shall occur on the day specified by Ohio Revised Code Section 1.14. If any day designated herein as a holiday falls on Saturday, the preceding Friday shall be observed as the holiday, and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday does not occur on an employee's scheduled work day, the employee shall be scheduled off with pay on his scheduled work day either immediately preceding or immediately following such holiday.

It is understood under Article 24 – Holidays Section 2 that if an employee's birthday falls on his day off the employee shall be scheduled off with pay either on the preceding scheduled work day or on the immediately following scheduled work day of the employee's birthday. If the employee's birthday falls on any other holiday listed in Section 1 of Article 24 - Holidays, the employee shall be scheduled off with pay either

on the preceding scheduled work day or on the immediately following scheduled work day of such holiday.

3. If a full time employee works on a holiday, he shall be paid at the rate of one and one-half (1½) times his regular rate of pay for all hours worked in addition to the eight (8) hours of holiday pay.

4. To be eligible for holiday pay, an employee must be on the active payroll, namely, not on leave of absence or layoff. An employee must work the last scheduled day before and after the holiday. An exception will be made in the case of an employee working the holiday or in the case of an employee furnishing a timely medical excuse.

5. There shall be established a Christmas Eve and New Years Eve holiday. These holidays shall be one half (½) day holidays. In order for these holidays to be in effect they must fall on a Monday, Tuesday, Wednesday or Thursday.

ARTICLE 25 - EDUCATIONAL EXPENSE REIMBURSEMENT

1. Tuition for courses required by the District shall be pre-paid to the course provider for the benefit of the employee who is to attend such courses.

2. Employees who attend courses which relate to obtaining state certification during time they are scheduled for work shall be paid for time spent at such course. Provided the scheduled class is to continue all day and is scheduled during daylight hours, an employee scheduled to work the midnight shift the night before the scheduled class, or scheduled class, or scheduled to work the day shift on the day of a scheduled class, will be excused from working such shift and receive pay for such shift. The employee shall provide to the District verification from the course provider of his attendance at such course and the results of tests given in connection with such course.

3. Employees who travel away from the District to take examinations for operator certification will either receive a mileage allowance or be provided with a District vehicle to use for such travel. The District will advance on three attempts the fee for any such examination. If the fee is returned by the examining authority, it shall be returned to the District. Employees who take such examinations shall provide to the District copies of all examination results.

If the employee fails the first three (3) attempts and wishes to take the examination for the operation certification again, the District will not advance the fee. The employee will only be reimbursed on any future attempt which the employee successfully passes the examination.

4. This Article shall cover all bargaining unit classifications for tuition reimbursement for courses required by the District. The District shall determine the number of employees to attend any one course or exam at any given time.

5. In the event an employee fails a course or fails to attend a test (is absent), such employee will be obliged to repay the District for the amount of tuition reimbursement or examination fee via payroll deduction for any and all costs incurred by the District.

ARTICLE 26 - INSURANCE BENEFITS

1. Hospitalization/Medical Insurance

(a) During the term of this agreement, the District will provide hospitalization, major medical and prescription drug insurance with coverage and benefits as provided by Medical Mutual of Ohio Insurance, Double Deductible Suite SuperMed Plus PS 15100-100 with RX (Appendix F.) The full cost of such insurance coverage shall be paid by the District in each year of this contract. The annual deductible for the Bargaining Unit members' deductible of \$100.00 or with dependents \$200.00 will be paid by the Bargaining Unit member.

(b) The health insurance benefits listed above (Medical Mutual of Ohio) shall remain in place and shall be provided during the term of this agreement; provided, however, that in the event that the benefits provided by Medical Mutual of Ohio are no longer commercially available or the District, after obtaining bids for different health insurance coverage, decides to change coverage, then the District shall have the obligation to provide health insurance benefits which are substantially equal to but not necessarily identical to those of Medical Mutual of Ohio named plan herein.

2. Employee right to opt out

Each current member of the bargaining unit and all new members of the bargaining unit who are eligible for the health insurance benefits provided under this article may elect to opt out and not participate in the health insurance plan, in which event the employee shall receive a cash payment in the amount of \$2,500.00 per contract year in lieu of health insurance benefits.

(a) An employee shall not be eligible to opt out unless he can show that he has other available health insurance which will be effective if he opts out.

(b) The District will deduct federal, state and local taxes, and if applicable, Medicare, from the cash payment made to the employee under this provision. The cash payments will be made to the employee in four substantially equal payments on October 1, January 1, April 1 and July 1 of each fiscal year.

(c) Employees who elect to opt out shall do so in writing, which shall be effective at the beginning of any calendar quarter. Upon electing to opt out, the employee shall provide documentary evidence of other effective health

insurance. If the employee elects to opt out at any time other than July 1, 2013, July 1, 2014, or July 1, 2015, the payment in lieu of coverage will be pro-rated for that fiscal year.

(d) An employee who has opted out of the District's health insurance coverage may be re-enrolled in the District's plan upon the happening of a qualifying event, as defined by the health insurance provider (currently Medical Mutual), or by electing, in writing, and within thirty days of the District's annual renewal date for health insurance coverage, to re-enroll in the District's health insurance plan. In the event of re-enrollment, an employee will refund to the District any payment made to him in lieu of coverage which relates to the period of time in which the employee was a covered employee, if any.

3. Prescription Savings Account

The District will establish a "Prescription Savings Account" in the amount of \$4,000.00 per contract year. Amounts not utilized in one year will roll over to the succeeding contract year. The purpose of the "Prescription Savings Account" will be to reimburse employees the amount of \$10.00 against the cop-pay for formulary (brand name) drugs and \$20.00 against the co-pay of non-formulary drugs. Reimbursement shall be made twice per fiscal year in December and June, and only those prescriptions which are documented shall be eligible for reimbursement.

It is further understood this shall not set a precedent for further allowances if the prescription cost within the Health Plan increases in the future.

4. The District's Agent-of-Record (The "Agent") shall receive the medical history and other related information necessary and proper for the MVSD to secure quotes and premium information for hospitalization/medical insurance. Said information shall be provided on forms provided by the Agent of medical insurers. The District shall not have access to the medical information for this purpose without the express, separate written permission of the Employee. An employee's signature on the provided form shall not be considered as separate written permission.

5. Life Insurance/Vision Care

The District will pay the premium cost for the employees' coverage for life insurance benefits and vision care benefits provided by the Ohio AFSCME Care Plan.

6. Dental Care/Hearing Aid Benefit

The District will pay the premium cost for the employees' coverage for dental care and hearing aid benefits provided by the Ohio AFSCME Care Plan.

7. Union as Administrator

The Union, as the administrator of the insurance plans mentioned in Paragraphs 2 and 3 of this Article 26, agrees that it will provide to the individual employees whatever information may be required under the ERISA provisions or any other relevant laws or regulations.

8. Cost of Benefits Provided by the Ohio AFSCME Care Plan

The District agrees to pay forty eight dollar and seventy five cents (\$48.75) per month per employee to the Ohio AFSCME Care Plan to pay for the above listed benefits.

9. Loss or Theft Insurance

The District will maintain insurance coverage to cover loss or theft of the tools and equipment owned by the mechanics and used by them in their work for the District. Each mechanic must provide the District with an inventory of any such property.

ARTICLE 27 - MISCELLANEOUS BENEFITS

1. Public Employees Retirement System

The District will pay the eight and one half percent (8½%) employee's payment to the Public Employees Retirement System.

2. Longevity Pay

Longevity compensation shall be provided for all full-time employees as follows:

Effective July 1, 2013, for each year of employment as a full-time employee, the longevity compensation for each District employee shall be computed, on the employee's base hourly rate, beginning in the employee's second year of service according to the MVSD Longevity multiplier percentage scale.

The multiplier shall be applied to the base hourly rate, established in the 2008-2009 fiscal year but shall not include incentives, e.g. water licenses, lab certifications, tow motor and CDL.

The multiplier shall be applied once on the first day of each fiscal year. The MVSD multiplier percentage scale was increased by ½% per years of service for this three (3) year contract. The anniversary date of each employee which falls within the new fiscal year shall be used to determine the applicable year of service multiplier on the years of service schedule found in Appendix G.

3. Call Out Pay

An employee who has finished his regular shift and has left the District and is then called back to work within the same work day shall be given a minimum of four (4) hours of work at one and one-half (1½) times his regular rate of pay, or four (4) hours of pay at such rate. If the recalled employee finishes the work for which he was recalled in less than four (4) hours, he may be assigned to perform preventative maintenance work for the balance of the four (4) hour period. The supervisor in whose department the work for which the employee is called, shall, if reasonable possible, make the call to the employee. If it is not possible for the department supervisor to call, then another department supervisor may make the call.

4. Mileage and Meal Tickets

All employees who are required by the District to use their personal automobile for District business shall be reimbursed for such use at the then existing rate of mileage reimbursement allowed by Internal Revenue Service Rules and Regulations.

All employees who work twelve (12) or more consecutive hours shall receive a Five Dollar (\$5.00) Meal Ticket from the District.

5. Uniform Allowance and Equipment Allowance

The District will reimburse an employee up to \$650.00 per year for uniforms/equipment actually purchased by the employee for use in connection with his work based upon actual uniform/equipment purchase receipts. Such uniform/equipment allowance shall be utilized solely for purchase of those items specified by the District as being a part of the employee's required uniform/equipment allowance reimbursement as referenced in Appendix J.

6. Work Related Disability

Employees with a work related disability which is compensable under the rules of the Ohio Bureau of Workers' Compensation (OBWC) shall remain on the Mahoning Valley Sanitary District's ("District's) payroll, without loss of pay or benefits, for a period ("benefit period") to be determined on a case-by-case basis, by the Chief Engineer of the District. Employees utilizing the provisions of this section are obligated to file a worker's compensation claim with the OBWC for medical benefits only, and must sign an OBWC Salary Continuation Agreement (Form C-55). If, at the conclusion of the benefit period, the employee is still unable to return to work or the employee has a subsequent occasion to be off work again due to the same disability or injury, the Chief Engineer of the District shall notify the OBWC claims representative in writing that the District will discontinue paying salary continuation as of an effective date, so the claim can be converted to a "lost time" claim.

The employee must also sign an "agreement to reimburse" the District for all

temporary total wage benefits received from the OBWC. This "agreement to reimburse" shall be in effect until such time as the first Temporary Total (TT) benefit check is received by the employee. Upon the employee's receipt of the first TT check, the employee must immediately reimburse the District for any overpayment of benefits. Personal health insurance benefits will continue for an additional six (6) months. For the purpose of calculating the duration of benefits under this section, it is specifically understood that the total time for salary continuation is the benefit period as determined by the Chief Engineer for each claim, and the total maximum amount of time allowable for medical benefits is eighteen (18) non-consecutive months within a three (3) year period from the initial injury date. Use of this benefit in periods of thirty (30) days or less shall not toll against the total time available for medical benefits, but shall count against the time for wages.

In order to qualify for benefits under this section, the employee must sign a subornation of claim agreement with the District.

It is agreed that a Transitional Work Program in conjunction with the Ohio Bureau of Worker's Compensation shall be made part of this Collective Bargaining Agreement as provided in Appendix H.

Light duty, Modified or Transitional duty work assignments shall be made available on a temporary basis as an option for all employees with a work related disability, if such work assignments are available based on either the treating physician's restrictions or the physician's certification that the employee is capable of performing these light duty work assignments on a temporary basis.

7. Wage Advancement - Workers Compensation Injury

(a) Eligibility for wage advancement shall be limited to regular employees who have accrued sick leave and vacation leave. Wage advancement shall not exceed such accrued leave.

Every eligible employee who shall become disabled by sickness or injury as a result of employment with the District shall be entitled to apply for benefits hereunder provided such injury, sickness and the resultant disability would be compensable under the Workers Compensation law of the State of Ohio; provided, however, that an employee whose wages have been continued during the benefit period in the work related disability plan in Item 6 above shall not be entitled to advancement of wages received during the benefit period.

When the employee's application is approved, it shall be retroactive to the date of injury if the application is filed within fourteen (14) days of the injury.

(b) To apply for benefits a written application shall be made to the Chief Engineer accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of

or is connected with the duties of such employee.

(c) Before any employee, who has made application to the Chief Engineer for benefits under this paragraph 7, is entitled to receive any benefits under this paragraph 7, he shall first make application for Worker's Compensation Benefits under the Worker's Compensation Law of the State of Ohio or any other compensation fund to which the District contributes. He shall also complete the injury on the job and wage advancement form provided by the District. No employee shall be entitled to District-paid-injury on the job benefits until this requirement has been completed. Pending a determination on the employee's application, he shall be entitled to his full regular pay and benefits subject to the limitations herein set forth in paragraph 7.

(d) If the employee's application is approved, the employee may receive full pay with full benefits until the employee has exhausted his accumulated sick leave. The benefits shall be computed on the basis of forty (40) hours per week.

(e) This wage advancement benefit shall be payable only to the extent that the employee has unused accumulated sick leave against which advancements in excess of anticipated reimbursement from the Ohio Bureau of Worker's Compensation can be charged. When the employee's application is approved, the Chief Engineer shall place the employee on such benefit status. The employee will be paid his full benefits in accordance with subsection (a) above until such time as the State of Ohio Bureau of Worker's Compensation begins making payments. The employee shall thereafter, immediately reimburse the District for all advancements upon receipt of payment from Worker's Compensation.

(f) In the event the injury or disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time or vacation time.

(g) Should any employee's employment with the District be terminated for any reason prior to the full repayment of such advanced monies as outlined in subsection (a),(b),(c),(d),(e) and (f) above, the District shall use any legal remedies necessary to achieve complete reimbursement from said employee.

(h) The District shall prepare the necessary guidelines and forms necessary for the implementation of this paragraph 7.

(i) Other provisions of this Article notwithstanding, in all correspondence or communication with the Bureau of Workers Compensation the term "injury on the job wage advancement" will be used.

(j) Employees who choose to utilize the “wage advancement” section of the contract must use sick leave in incremental amounts equal to approximately 30% per week of gross wages an incremental amount of less than 30% will be allowed when that increment will exhaust the balance of the employee’s sick leave.

8. Shift Differential:

All Bargaining Unit patrolmen working the afternoon shift shall receive an additional \$.10 per hour. All Bargaining Unit patrolmen working the midnight shift shall receive an additional \$.20 per hour.

9. Signing Bonus

All Bargaining Unit members shall receive a signing bonus of \$400.00 per year to be paid in July of each contract year.

**ARTICLE 28 - CDL LICENSE - CL2 LICENSE
AND ALKALINITY TESTING**

1. The CDL license requirement shall be required of the Field Maintenance 3 classification only. The District shall pay a total of thirty cents (\$.30) per hour to all employees who obtain a CDL license. The District shall pay the cost of study and the cost of taking the test for the CDL license for those employees who are in the Field Maintenance 3 classification. Employees within the Field Maintenance 0, Field Maintenance 1, and Field Maintenance 2 classification shall have a valid driver’s license.

2. Individuals possessing a CDL License will be subject to random drug and alcohol testing under the Federal Law requirements involving the Department of Transportation.

ARTICLE 29 - PART-TIME EMPLOYEES

1. Part time employees shall be defined as employees who work twenty four (24) hours or less per week.

2. Part-time employees, with the exception of technical and/or summer help, will be provided with all benefits on a pro-rata basis. That is; sick leave is computed on the basis of hours worked each month. Vacation bi-weekly accrual will be 1/2 and or 50% of the full-time employee bi-weekly accrual rate for the same years of service. Part-time employee’s progression from one level of accrual to a higher level shall be based on hours worked. However, no health care benefits will be provided.

3. The following limitations will apply to Part-time employees:

(a) No Part-time employees will be employed if the number of full-time bargaining unit employees is less than the number of full-time bargaining unit employees in the respective departments as listed in (b) below, unless mutually agreed between the parties.

(b) Pumping Department	11
Purification Department	11
Field Maintenance Department	15
Reservoir Patrolman	2

4. Any full-time vacancy filled on or after July 1, 1994, regardless of prior postings, will be posted for bids in accordance with the contract, with full-time employees in all departments having bidding rights before any of the part-time employees are allowed to bid. The job bidding section of the contract, moreover, will allow for District wide bidding by full-time employees ahead of part-time employees, but amongst full-time employees departmental bidding will be maintained. Where automatic promotions to a higher classification is based upon year(s) of service in a particular classification a part-time employee shall be required to accumulate 2080 hours of service time to equal one year of required service. Other provisions of the contract notwithstanding, full-time employees shall be eligible for promotion to positions requiring a license ahead of part time employees.

5. No more than two (2) part-time employees will be employed in any one (1) classification.

ARTICLE 30 - DUES DEDUCTION

The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deduction and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon

receipt of a revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 31 - DRUG & ALCOHOL POLICY

To protect the public health, safety and welfare and to uphold public confidence in the work performed at the District, the District and the Union hereby agree that employee drug and alcohol testing should be a condition of employment at the District. In order to develop and implement a drug and alcohol policy, the District and the Union agree to draft, publish and incorporate by reference in this Labor Agreement, a formal policy regarding illegal drugs and alcohol in the workplace, which policy will provide clear and unambiguous consequences for the illegal use, possession, distribution or manufacture of illegal drugs and alcohol in the workplace and establish the terms, conditions and procedures regarding drug and alcohol testing of District employees. (Appendix I)

The District and the Union agree that the drug and alcohol policy to be adopted and implemented by the District shall provide for drug and alcohol testing of employees, with random drug and alcohol testing to be included as a testing method.

ARTICLE 32 – RULES

The Employer agrees that to the extent that any policy or rules are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of their effectiveness. Such rules shall not violate law or any provision of the contract. Any changes to policies and/or rules will be made available to every affected bargaining unit employee.

ARTICLE 33 – EMERGENCIES

The Employer shall be permitted the right to change work schedules and employee's duties in times of emergencies, natural disasters, and when in the best interest of the public there is a need to make water service accommodations. An emergency is defined as a sudden or unforeseen situation which requires immediate action to remedy or correct the situation, and which developed suddenly and was not planned; the issue of who caused the emergency is not a factor in determining whether an emergency does exist.

ARTICLE 34 – SUCCESSOR

This contract shall be binding on the parties hereto together with their successors and/or assigns.

ARTICLE 35 – DURATION

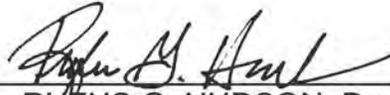
The terms and conditions of this Agreement shall continue in full force and effect until midnight, June 30, 2016. Either party may, on or before April 1, 2016, serve notice upon the other party of its intent to negotiate terms and conditions of a successor Agreement. If such notice is given, the parties shall commence collective bargaining for the purpose of negotiation a successor Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement to be effective on the 1st day of July, 2013.

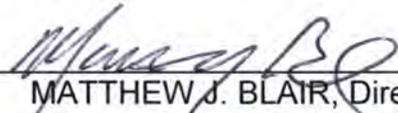
THE MAHONING VALLEY SANITARY DISTRICT

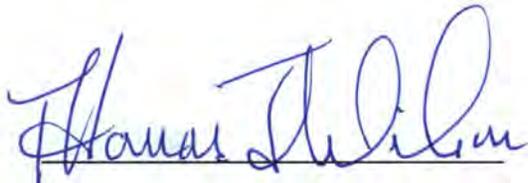
Attest:

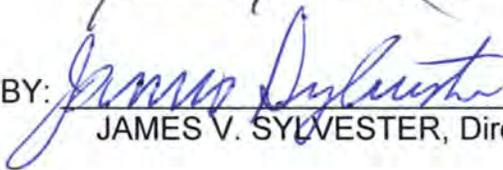

ALAN TATALOVICH,
Secretary/Treasurer

BY: 
RUFUS G. HUDSON, President

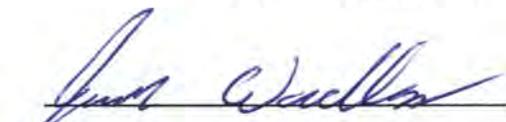
BY: 
PRESLEY L. GILLESPIE, Director

BY: 
MATTHEW J. BLAIR, Director

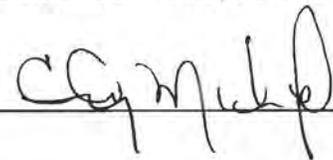

THOMAS J. WILSON, ESQ.
MVSD Legal Counsel

BY: 
JAMES V. SYLVESTER, Director

OHIO COUNCIL 8, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO





APPENDIX A



PUBLIC SECTOR AUTHORIZATION/ MEMBERSHIP AND CHECKOFF CARD



AUTHORIZATION/MEMBERSHIP LOCAL _____, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name _____ Social Security No. _____

Address _____ City _____

State _____ Zip Code _____ Tel. No. _____

Employer _____ Classification _____

Date _____ Signature _____

When Completed, Return to Your Local Union Representative

(Revised 7/93)



APPENDIX B

4117.09 Parties to execute written agreement - provisions of agreement.

(A) The parties to any collective bargaining agreement shall reduce the agreement to writing and both execute it.

(B) The agreement shall contain a provision that:

(1) Provides for a grievance procedure which may culminate with final and binding arbitration of unresolved grievances, and disputed interpretations of agreements, and which is valid and enforceable under its terms when entered into in accordance with this chapter. No publication thereof is required to make it effective. A party to the agreement may bring suits for violation of agreements or the enforcement of an award by an arbitrator in the court of common pleas of any county wherein a party resides or transacts business.

(2) Authorizes the public employer to deduct the periodic dues, initiation fees, and assessments of members of the exclusive representative upon presentation of a written deduction authorization by the employee.

(C) The agreement may contain a provision that requires as a condition of employment, on or after a mutually agreed upon probationary period or sixty days following the beginning of employment, whichever is less, or the effective date of a collective bargaining agreement, whichever is later, that the employees in the unit who are not members of the employee organization pay to the employee organization a fair share fee. The arrangement does not require any employee to become a member of the employee organization, nor shall fair share fees exceed dues paid by members of the employee organization who are in the same bargaining unit. Any public employee organization representing public employees pursuant to this chapter shall prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to federal law, provided a nonmember makes a timely demand on the employee organization. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to the determination may be filed with the state employment relations board within thirty days of the determination date specifying the arbitrary or capricious nature of the determination and the board shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the public employer from the payroll check of the employee and its payment to the employee organization is automatic and does not require the written authorization of the employee.

The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane [germane] to the work of employee organizations in the realm of collective bargaining.

Any public employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the board, the board shall declare the employee exempt from becoming a member of or financially supporting an employee organization. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to the fair share fee to a nonreligious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code mutually agreed upon by the employee and the representative of the employee organization to which the employee would otherwise be required to pay the fair share fee. The employee shall furnish to the employee organization written receipts evidencing such payment, and failure to make the payment or furnish the

receipts shall subject the employee to the same sanctions as would nonpayment of dues under the applicable collective bargaining agreement.

No public employer shall agree to a provision requiring that a public employee become a member of an employee organization as a condition for securing or retaining employment.

(D) As used in this division, "teacher" means any employee of a school district certified to teach in the public schools of this state.

The agreement may contain a provision that provides for a peer review plan under which teachers in a bargaining unit or representatives of an employee organization representing teachers may, for other teachers of the same bargaining unit or teachers whom the employee organization represents, participate in assisting, instructing, reviewing, evaluating, or appraising and make recommendations or participate in decisions with respect to the retention, discharge, renewal, or nonrenewal of, the teachers covered by a peer review plan.

The participation of teachers or their employee organization representative in a peer review plan permitted under this division shall not be construed as an unfair labor practice under this chapter or as a violation of any other provision of law or rule adopted pursuant thereto.

(E) No agreement shall contain an expiration date that is later than three years from the date of execution. The parties may extend any agreement, but the extensions do not affect the expiration date of the original agreement.

Effective Date: 03-01-1990



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ 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.

APPENDIX D

WAGE SCALE CONTRACT PERIOD JULY 2013 THROUGH JUNE 2016

WAGE FISCAL YEAR BEGINNING	08/09
Meander Reservoir Security	22.53

APPENDIX E

ARTICLE 21A - SICK LEAVE POLICY

STATEMENT OF PURPOSE

The intent of this policy is to set forth the expectations with regard to employee attendance and to further provide a reasonable, fair and consistent mechanism for improving and maintaining an acceptable attendance level at the District.

ATTENDANCE EXPECTATIONS

An employee's attendance shall be considered unacceptable when an employee has four (4) occurrences of undocumented absence, ("occurrence"), in a three (3) month period.

For the purposes of this policy, an occurrence shall be defined as the undocumented absence of an employee, a full day, or a succession of days and which is separated by at least one (1) workday.

A. OCCURRENCES SHALL INCLUDE, BUT ARE NOT LIMITED TO

1. Any continuous absence of more than 8 hours;
2. Consecutive shifts of work missed on the same illness/injury;
3. Any trend or pattern of attendance problem which has developed over a period of two (2) months or more.

B. EXCUSED ABSENCES INCLUDE

1. Jury Duty
2. Military Duty
3. Vacation Time
4. Compensatory Time
5. Bereavement Leave
6. Hospital Stays
7. On the Job Injuries
8. FMLA qualifying events
9. Absences where employee provides a medical statement **within five (5) days after returning to work**

DISCIPLINARY ACTIONS

1. Four (4) occurrences in ninety (90) days will result in a meeting with the administration to discuss the employee's attendance. The employee may have a union representative present at the meeting. This meeting will be considered a written reprimand, and will be placed in the employee's file.

2. A fifth (5th) occurrence in ninety (90) days will result in a one-day suspension without pay.
3. A sixth (6th) occurrence in ninety (90) days will result in a two-day suspension, without pay.
4. A seventh (7th) occurrence in ninety (90) days will result in a 3 day suspension; provided however that if in the judgment of the Chief Engineer, more severe discipline is warranted, the same may be imposed. In the absence of conduct other than mere absenteeism, it is presumed that discipline in excess of a 3 day suspension is not warranted.
5. Each sixty (60) calendar days of perfect attendance shall result in the elimination of one existing occurrence on an employee's attendance record.
6. For the purpose of this policy, ninety (90) days is defined as any consecutive ninety (90) day period.

CHRONIC TARDINESS

Occurrences of tardiness shall be treated separately from occurrences of attendance. All employees will report to work at their scheduled starting time. Late starts shall be deducted in 6-minute increments for pay purposes, up to one hour. Accumulated time shall be charged thereafter.

When an employee is unable to report to work, he shall notify his immediate supervisor at least one-half (1/2) hour prior to the time he is scheduled to report on each day of absence.

Two (2) or more tardy occurrence events in a pay period or four (4) more tardy occurrence events in a two (2) month period shall be considered chronic tardiness.

Employees will be given up to a 6 minute grace period for late starts not to exceed one (1) grace period in a pay period or three (3) grace periods in a two (2) month period. No pay will be deducted for the above listed grace periods. Any starts later than 6 minutes and more than the allotted grace periods will be a tardy occurrence and pay will be deducted accordingly. Discipline will be imposed for violations of chronic tardiness as defined above.

APPENDIX F



Double Deductible Suite SuperMed Plus P15100-100 with RX



Base Plan	15100-100
Network Benefit Period Deductible	
Single/Family	\$100/\$200
Non-Network Benefit Period Deductible	
Single/Family	\$500/\$1,000
Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible)	
Single/Family	N/A
Non-Network Coinsurance Out-of-Pocket Maximum (Excluding Deductible)	
Single/Family	\$1,000/\$2,000
Coinsurance Network/Non-Network	100% / 90%
Office Visit (OV) Copay	
Network/Non-Network	-Primary Care Physician (PCP) \$15 / \$30 -Specialist \$30 / \$60
Urgent Care (UC) Copay	
Network/Non-Network	\$50 / \$100
Overall Annual Benefit Period Maximum	\$5,000,000

Benefits	PPO Network	Non PPO Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26	
Over Aged Child	28	
	Removal upon the end of month	
Physician/Office Services		
Office Visit (Illness/Injury)	OV copay, then 100%	OV copay, then coinsurance
Urgent Care Office Visit	UC copay, then 100%	UC copay, then coinsurance
All Immunizations	100%	50% after deductible ¹
Preventive Services		
Preventive Services, in accordance with state and federal law ²	100%	coinsurance after deductible
Routine Physical Exam	100%	50% after deductible ¹
Well Child Care Services		
Well Child Care Exams		
Well Child Immunizations		
Well Child Labs	100%	coinsurance after deductible
Routine Mammogram (one per benefit period)	100%	coinsurance after deductible
Routine Pap Test (one per benefit period)	100%	coinsurance after deductible
Routine PSA, Cholesterol, Colon Cancer Screening Tests, Bone Density Tests, Chlamydia Screening and Endoscopic Services	100%	coinsurance after deductible
Routine EKG, Chest X-ray, Comprehensive Metabolic Panel, Urinalysis and Complete Blood Count (one each per benefit period)	100%	coinsurance after deductible
Outpatient Services		
Allergy Testing and Treatments	coinsurance after deductible	50% after deductible ¹
Physical & Occupational Therapies (40 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Speech Therapy (20 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Chiropractic Services (12 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Cardiac Rehabilitation (24 visits per benefit period)	coinsurance after deductible	coinsurance after deductible
Emergency Use of an Emergency Room	\$200 copay, then network coinsurance	
Non-Emergency Use of an Emergency Room	\$200 copay, then coinsurance	\$200 copay, then coinsurance
Emergency Services	network coinsurance	
Surgical Services	coinsurance after deductible	coinsurance after deductible



Double Deductible Suite SuperMed Plus P15100-100 with RX



Benefits	PPO Network	Non PPO Network
Diagnostic Services (excluding MRI's and CT Scans)	100%	coinsurance after deductible
MRI's and CT Scans	coinsurance after deductible	coinsurance after deductible
Diagnostic Endoscopic Services	100%	coinsurance after deductible
Inpatient Services		
Semi-Private Room and Board	coinsurance after deductible	coinsurance after deductible
Maternity	coinsurance after deductible	coinsurance after deductible
Skilled Nursing Facility (100 days per benefit period)	coinsurance after deductible	coinsurance after deductible
Additional Services		
Ambulance	\$50 copay, then coinsurance	\$50 copay, then coinsurance
Durable Medical Equipment	coinsurance after deductible	coinsurance after deductible
Home Health Care	coinsurance after deductible	50% after deductible ¹
Hospice	coinsurance after deductible	50% after deductible ¹
Organ and Tissue Transplants	coinsurance after deductible	coinsurance after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	coinsurance after deductible	coinsurance after deductible
Diabetic Education and Training	100%	coinsurance after deductible
Mental Health & Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	coinsurance after deductible	coinsurance after deductible
Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period)	OV copay, then coinsurance after deductible	OV copay, then coinsurance after deductible
Prescription Drug – There are several different freestanding drug options available.		

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. In certain instances, Medical Mutual's payment may not 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 Medical Mutual's negotiated rate with the provider.

Deductible expenses incurred for services by a PPO Network provider will only apply to the PPO Network deductible. Deductible expenses incurred for services by a Non PPO Network provider will only apply to the Non PPO Network deductible.

Coinsurance expenses incurred for services by a PPO Network provider will only apply to the PPO Network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a Non PPO Network provider will only apply to the Non PPO Network coinsurance out-of-pocket limits.

The coinsurance for non-contracting institutional providers will be the same coinsurance percentage as the Non PPO Network provider. However, you may be subject to balance billing by the non-contracting provider.

No payment will be made for services related to a pre-existing condition for a period of 12 months for any condition treated or diagnosed within the six months immediately prior to the effective date of insurance. Pre-Existing does not apply to under the age of 19.

HIPAA allows for crediting time a person was covered under a previous carrier if the previous coverage was continuous with not more than a 63 day gap in coverage prior to the effective date of the new coverage.

The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants.) Failure to contact the case manager prior to the proposed course of treatment (including the evaluation) will result in a significant monetary penalty. Refer to your certificate for details.

¹ Coinsurance does not apply to coinsurance out-of-pocket maximums. These services will not be covered at 100% once Coinsurance out-of-pocket maximums are met.

² Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.



RX Option A SuperMed® Script ¹ Prescription Drug Program

Benefits	Copay	Day Supply
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	Same as Medical	
SuperMed Script Retail Program with Oral Contraceptive Coverage – for the initial filling and up to two refills of a prescription drug		
Generic Copayment	\$10	30
Formulary Copayment	\$20	30
Non-Formulary Copayment	\$40	30
SuperMed Script Retail Program with Oral Contraceptive Coverage – after the third retail fill of a prescription drug		
Generic Copayment	\$20	30
Formulary Copayment	\$40	30
Non-Formulary Copayment	\$80	30
SuperMed Script Home Delivery Program with Oral Contraceptive Coverage		
Generic Copayment	\$30	90
Formulary Copayment	\$60	90
Non-Formulary Copayment	\$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.

¹SuperMed Script contains the following:

- Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.
- Generic Incentive: If the member or physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.
- Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

APPENDIX G

MVSD LONGEVITY MULTIPLIER PERCENTAGE SCALE

MULTIPLIER	YEARS OF SERVICE
1.0000	1
1.0100	2
1.0150	3
1.0200	4
1.0250	5
1.0300	6
1.0350	7
1.0400	8
1.0450	9
1.0500	10
1.0550	11
1.0600	12
1.0650	13
1.0700	14
1.0750	15
1.0800	16
1.0850	17
1.0900	18
1.0950	19
1.1000	20
1.1050	21
1.1100	22
1.1150	23
1.1200	24
1.1200	25

Transitional Work Program

MAHONING VALLEY SANITARY DISTRICT

1181 Ohltown-McDonald Rd.
Mineral Ridge, OH 44440

Phone: (330) 799-6315

(330) 652-3614

Fax: (330) 652-6293

BWC Policy Number: 39315746-0

MAHONING VALLEY SANITARY DISTRICT

Contact Information:

Transitional Work Developer:

Workers Choice Health Services/Pat Murphy M.Ed, CRC, CCM
6089 Frantz Rd. Suite 102
Dublin, OH 43017
(330) 635-8180 Cell
888-907-2667 Corporate Office

MCO/Corvel:

General: 800-275-6463
Injury Reporting Line: 877-677-6756

TPA/Preferred Risk Management (PRM)

755 Boardman-Canfield Rd.
Youngstown, OH 44512
330-726-5800

BWC Service Office/Youngstown Service Office:

242 Federal Plaza#200
Youngstown, OH 44501
330-797-5500

Community Providers:

Forum Health-WORK MED
6426 Market St.
Boardman, OH 44512
330-726-5454
330-629-8733 FAX

On-Site Therapist:

Workers' Choice Health Services
Michael Hopfenziz, PT
6089 Frantz Road
Columbus, OH 43017
330-770-4259

Vocational Rehabilitation Case Manager:

Contact Corvel Corp, MCO for referral and coordination of Voc Rehab Services

Transitional Work Program Table of Contents

- Community Resources /Provider Contacts
- Table of Contents
- Policy and Procedures
- Job Analyses
- Forms
- Education and Training
- Program Evaluation
- Transitional Work Therapy and Vocational Rehabilitation

Workers Choice Health Services

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Assistant Chemist/Sample

Date of Evaluation: 02/01/2006

Collector.

Employer: Mahoning Valley Sanitary District

Described by Who? D. Tom James

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED.

Certification Required: Yes No If So, What: Class 3 Water License. Operation testing 3 years for bacterial and chemical.

Special Training: On the Job Initial & Continued Off Site Continued Training

Distance From Parking Lot to Workstation: 200' + Number of Stairs to Main Workstation: 20

Physical Demand Level: Light/medium Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

Collect samples from around the plant after the filter system stage, and make final chemical analysis before the water leaves the plant. Check for temperature, alkalinity, pH, hardness, calcium concentrate, magnesium concentrate, fluoride, and total dissolved solids.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Collect samples (2x per day).	<ul style="list-style-type: none"> - Go to three different locations within the plant, including the Pump Station, filter area, and sink in lab. - Fill 1-liter bottle with water. - Return to lab that is located on the 2nd floor of the Administration Building. - There is a sample collector who drives throughout the various communities to get samples that are brought to the lab 1x per day.
2. Chemical analysis of water (2x per day).	<ul style="list-style-type: none"> - Work at 38" high counter level for performing six different tests. Two of the tests are manual operation and four are electronic testing. - Manual testing includes adding chemicals to the water and watching for reactions. The electronic testing is placing the sample into the machine and allowing it to do the testing.

	<p>1. Inform necessary circumstances.</p> <ul style="list-style-type: none"> - Record all results by hand and then data entry into the computer system. - May have to lift a 5-gallon jug of deionized water to 53" height (40 pounds). This task is usually done by the Plant Operator. - Chemicals are stored under the counter.
3. Test boiler water (1x per week).	<ul style="list-style-type: none"> - Get seven samples of water from the boiler system. - Run manual test on the water of the heating system.
4. Bacteriological lab.	<ul style="list-style-type: none"> - Samples are collected daily by the sample collector. The samples are from the lake, plant, and post-plant sites. Must run controls and check system samples for bacteria 5 days per week. - Run the sample through the filter process to get the sample into petri dish filter paper with growth medium. - Incubate sample for 22-24 hours. - Check for bacterial growth with microscope and counting. - Mix own test chemicals and make own test dishes. - This job requires less than 10 pounds lifting.
5. Stock (1-2x per year).	<ul style="list-style-type: none"> - Carry boxes of chemicals to the lab on the 2nd floor. The boxes may weigh up to 30 pounds. - Carry filter paper boxes that weigh 10 pounds to the storage area. - Store the stock on shelves from floor to 72" height.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Computer, electronic water testing equipment, water bottles, test tubes and pipettes, vehicle.

List of Maximum Physical Requirements:

1. Carrying 30 pound boxes of chemicals to the 2nd floor storage area.
2. Going throughout the plant and community to collect samples.
3. Lifting deionized water up onto shelf.
4. Standing constantly while performing tests.

Summary of Physical Job Demands and Maximum Forces

Job Title: Asst. Chemist/Sample Collector

Job Tasks	Collect samples	Chemical analysis	Test boiler water	Bacteriological lab	Stock
LIFTING TASKS: Forces (lbs)					
Freq/Duration					
Floor-to-Wt	5	5	10	10	30
Waist to Shoulder	5	5	10	10	30
Shoulder-to-Overhead	5	5	5	5	10
Pushing					
Pulling					
2-Handed Carry					30
One-Hand Carry	5	5	10	10	10
POSITIONAL TASKS					
Neck Non-Neutral (>20 deg.)	F	F	F	F	O
Overhead Reaching		O		O	O
Horizontal Reaching (>20")		O		O	O
Sitting		O			
Standing (<3 steps)	F	C	C	C	O
Bending - Sit (>20deg.)					
Bending - Stand (>20 deg.)	O	O	O	O	O
Squatting					O
Kneeling					
Supine-lying					
Crawling					
BACK					
Standing & Twisting (>20 deg.)	O	O	O	O	O
Sitting & Twisting (>20 deg.)					
UPPER EXTREMITY					
Bilateral Use Required (yes/no)	Y	Y	Y	Y	Y
Forceful Gripping/Grasping					F
Forceful Pinching					
Handling (small med objects)	C	C	C	C	F
Fingering (write, type, small parts)		F	F	F	
ENDURANCE					
Walking (>3 steps)	F	O	O	O	O
Stairs/step climbing	O				F
Ladder climbing					
Balancing-Slippy, narrow, moving					

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Asst. Chemist/Sample Collector

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: 1 day per month Break Time: Not scheduled.

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other:

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Assistant Operator/Janitor Date of Evaluation: 02/07/2006

Employer: Mahoning Valley Sanitary District Described by Who? Mike Dunn and Jon Price

WCHS Evaluator: Don Harris, PT Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED.

Certification Required: Yes No If So, What: In the process of getting an Ohio EPA water license. They have two years to obtain the license.

Special Training: On the Job Initial & Continued Off Site Continued Training

Distance From Parking Lot to Workstation: varies Number of Stairs to Main Workstation: varies

Physical Demand Level: Heavy Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

Intern as a Filter Operator and Head House Operator. Work open shifts as part of the training. Perform janitorial duties throughout the facility in eight of the buildings.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Intern Operator (2-3 shifts per week average coverage).	- Perform the duties of a Filter Operator. This includes checking the water levels in the Filter Building, operating the rapid sand filter, and performing chemical analysis in the lab. - Perform the duties of the Head House Operator. These include monitoring chemical additive levels, collecting water samples, loading chemicals, and monitoring the sludge valves, clarifiers, and flocculators. - Please refer to the specific job analysis for the Operator position for more details.
2. Store chlorine tanks and move them around as necessary.	- Chlorine tanks are delivered to the chlorine room and removed from the trucks using an over-head hoist. The tanks are then moved to one of three rows of tanks and lowered with the hoist onto the rollers. - There is a handle that catches the edge of the tank and is pushed down to rotate the tank onto the rollers (50 pound force). This is to align the tanks properly for the regulators to be attached to the ends of the tank. - There is a cap that must be removed from the end of the tank prior to the regulator being attached.

3. Daily janitorial duties.	<ul style="list-style-type: none"> - Sweep floors with push broom or dry mop. - Wet mop floors as needed. Use Orange-It Citrus Solvent when wet mopping the floors. There is a 5-gallon bucket for the mop that is never filled approximately more than half-way. - Trash removal. This includes 12-16 gallon trash bags and 55 gallon trash bags. The trash usually consists of paper and lunch remains, and is emptied daily so that they stated that the weight never gets very heavy. - Dust hand-rails and desk. - Clean the bathroom, which includes the sinks, toilets, and mirrors. Must also replenish all paper and soap stock in the bathrooms. - Clean the stainless steel tanks of the lime tank using a rag and stainless steel cleaner.
4. Miscellaneous duties performed rarely (less than 1x per month).	<ul style="list-style-type: none"> - Polish brass. - Operate floor buffer. This involves using a spray bottle of solvent, then operating the orbital floor buffer to strip the floor and then wax the floor.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Mops, brooms, buffer, wet mop, cleaning supplies, refer to the Operator JA for the operator tools.

List of Maximum Physical Requirements:

1. Mopping the floor and running the buffer.
2. Constantly on feet and bending while cleaning.
3. Emptying 55-gallon trash baskets.
4. While working as an Operator, must load chemicals, and this could involve moving a 90-pound cover that is on top of the lime pits.

Summary of Physical Job Demands and Maximum Forces

Job Title: Asst. Operator/Janitor

Job Tasks	Intern Operator	Chlorine tank	Daily janitorial duties	Misc. janitorial duties
LIFTING TASKS: Forces (lbs) Freq/Duration				
Floor-to-Wt	90		35	<10
Waist to Shoulder	50		35	<10
Shoulder-to-Overhead	30			<10
Pushing	hoe	50	mop	buffer
Pulling	hoe		mop	buffer
2-Handed Carry	30		35	
One-Hand Carry	10		35	<10
POSITIONAL TASKS				
Neck Non-Neutral (>20 deg.)	F	F	F	F
Overhead Reaching	O		O	O
Horizontal Reaching (20°)	O		F	O
Sitting	F			
Standing (<3 steps)	F	O	F	F
Bending - Sit (>20deg.)				
Bending - Stand (>20 deg.)	O	O	F	F
Squatting		O	O	
Kneeling				
Supine-lying				
Crawling				
BACK				
Standing & Twisting (>20 deg.)	O		O	O
Sitting & Twisting (>20 deg.)				
UPPER EXTREMITY				
Bilateral Use Required (yes/no)	Y	Y	Y	Y
Forceful Gripping/Grasping	O	F	O	F
Forceful Pinching				
Handling (small med objects)	F	O	C	F
Fingering (write, type, small parts)	F	R	O	O
ENDURANCE				
Walking (>3 steps)	F	C	C	C
Stairs/step climbing	O		O	O
Ladder climbing				
Balancing-Slippery, narrow, moving				

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1%or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Asst. Operator/Janitor

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: rare Break Time: 1x 30 minute, 1x 60 minute, 1x 10 minute.

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other:

Workers Choice Health Services

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Field Maintenance 3

Date of Evaluation: 02/01/2006

Employer: Mahoning Valley Sanitary District

Described by Who? Jim Kulisz

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED

Certification Required: Yes No If So, What: Drivers license

Special Training: On the Job Initial & Continued

Off Site Continued Training

Distance From Parking Lot to Workstation: varies Number of Stairs to Main Workstation: varies

Physical Demand Level: Heavy

Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

This is a labor position to repair and maintain the plant properties and water lines in the field. The duties include install/maintain/repair water lines, fences, culverts, and sand filters. Also responsible for the grounds upkeep, such as snow removal, mowing and trimming, tree clearing, etc. Operate heavy equipment. There is no specific lifting limit other than them being instructed to only lift what they can safely, and to get help as needed.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Water lines.	<ul style="list-style-type: none"> - Enter a below-ground confined space vault and inspect/maintain water pipe valves. - Preventative maintenance of valves includes greasing the valves and preparing leaking valves. This often involves packing the valves around the stems to avoid leaks. - Repair any broken water lines. - Dig with backhoe or by hand to reach the pipes that are buried up to 12' deep. The average depth is 8' deep. - Replace section of pipe and install sleeves at each end of the pipe. - May have to use jackhammer if the pipes are located under a road. - Fill hole back in with backhoe and by hand to level area.

2. Fences.	<ul style="list-style-type: none"> - Repair and maintain a total of 37 miles of 4' to 6' high chain-link fence. - Replace wood or metal posts as needed. - Repair or replace chain-link fence. - May have to use a 2-man gas-powered posthole digger. It weighs 69.5 pounds and is 65" tall. - Use shovels and/or rakes as necessary.
3. Culverts.	<ul style="list-style-type: none"> - Keep culverts clean by digging them out with a backhoe. Some hand-digging is also required. - Install new culverts or replace old culvert pipes for entrances to field fire trails in the woods. The pipes vary from 12" to 48" in diameter. Use the backhoe to dig, lift the pipe, and fill with stone. - Use shovels and rakes.
4. Sand filters.	<ul style="list-style-type: none"> - The sand filters are located in the Filter Building. The filters are the last stage of the water purification system and must be cleaned out periodically. - The sand filters are 4-5' deep of sand and gravel at the bottom of an 8' deep tank. The water is directed through these filters prior to going into the distribution pipelines. - The sand and gravel need to be replaced every four years with other cleaning done yearly. There are 16 filters. It may take one month to rebuild one filter system. - Sand and gravel are removed by a vacuum truck and replaced by hand. - Use wheelbarrows, shovels, rakes, etc. - Use firehose to clean area.
5. Grounds upkeep.	<ul style="list-style-type: none"> - Use riding mower, tractor, and push mowers to cut grass. - Use gas-powered trimmers. - Snow removal is done with plows, snow-blower, or shovels. - The pickup trucks have plows and there is also a salt spreader that is 70" high. The spreader is filled with 50 pound bags of salt.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Pickup trucks with plows and salt spreader, Ford G5JC backhoe with 16", 12", 7" steps, wench truck with 14" and 25" steps to enter and manual transmission, pickup trucks, posthole diggers, Ford tractors, grater with a 26" high step to enter, hand tools, shovels, rakes, grass blower, etc.

List of Maximum Physical Requirements:

1. Lifting up to 80 pounds.
2. Very physical job working on different terrain and weather conditions.

Summary of Physical Job Demands and Maximum Forces

Job Title: Field Maintenance 3

Job Tasks	Water line	Fence	Culvert	Sand filter	Grounds
LIFTING TASKS: Forces (lbs)					
Floor-to-Wt	80	70	50	50	50
Waist to Shoulder	80	70	50	50	50
Shoulder-to-Overhead	30	20		30	
Pushing	wrench	fence			blower/mower
Pulling	wrench	fence			hoes
2-Handed Carry	80	70	50	50	50
One-Hand Carry	40	35	25	25	25
POSITIONAL TASKS					
Neck Non-Neutral (>20 deg.)	F	F	F	F	F
Overhead Reaching	O	O		F	O
Horizontal Reaching (>20")	F	F		F	O
Sitting					O
Standing (<3 steps)	F	O			
Bending - Sit (>20deg.)					
Bending - Stand (>20 deg.)	F	F	F	F	F
Squatting	O			F	
Kneeling	O			F	
Supine-lying					
Crawling					
BACK					
Standing & Twisting (>20 deg.)	O	F	F	F	F
Sitting & Twisting (>20 deg.)	O				F
UPPER EXTREMITY					
Bilateral Use Required (yes/no)	Y	Y	Y	Y	Y
Forceful Gripping/Grasping	F	F	F	F	F
Forceful Pinching					
Handling (small/med objects)	F				
Fingering (write, type, small parts)	F			O	
ENDURANCE					
Walking (>3 steps)	F	F	F	F	F
Stairs/step climbing					
Ladder climbing	O			O	
Balancing-Slippery, narrow, moving	F	F	F	F	O

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Field Maintenance 3

Shifts: Day Evening Midnights

Hours Per Week: 40 hours Average Overtime Per Week: minimal Break Time: 2-15 minutes, 1-30 minute

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes (Muric acid to clean pipes) No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No **Total Body:** Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other: Harness and fall protection.

Workers Choice Health Services

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Fleet Maintenance

Date of Evaluation: 02/01/2006

Employer: Mahoning Valley Sanitary District

Described by Who? Rob Bickle

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED

Certification Required: Yes No If So, What: Drivers license

Special Training: On the Job Initial & Continued Off Site Continued Training

Distance From Parking Lot to Workstation: varies Number of Stairs to Main Workstation: zero

Physical Demand Level: Heavy

Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

Maintain and repair the district fleet of trucks, cars, backhoe, tractors, grater, bulldozer, trailers, pumps, mowers, snow-blowers, chainsaws, two boats, etc. Work on all gas and diesel engines. Fabricate/weld to repair tractors and implements.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Trucks and cars.	<ul style="list-style-type: none"> - Fix flat tires. Use tire machine to mount or dismount tires from wheels. - Regular maintenance of oil and transmission fluid changes performed in the garage. There is a lift available. The oil and transmission fluid arrives in 55-gallon drums. There are basins to catch the used fluid. - Tune-ups. - Replace parts, including carburetors, radiators, U-joints, and other miscellaneous parts. - Change all filters. - Change small body parts, such as mirrors, lights, etc. - Use air tools and hand tools. - Use the lift, ramps, stands, floor jack, etc. - Replace batteries as needed. - Replace exhaust systems as needed. - Use the creeper as needed.
2. Maintain tractors, graters, bulldozer.	<ul style="list-style-type: none"> - Replace batteries as needed. - Replace tires as needed. These range from small front tires to large back tires that weigh over 800 pounds.

	<ul style="list-style-type: none"> - Change oil and filters. - Replace or repair radiators as needed. - Replace fuel injectors, tie rods, steering assemblies, exhaust system, blades, belts, etc. - Sharpen tractor blades as needed. - Use tow motor to move heavy parts.
3. Trailers.	<ul style="list-style-type: none"> - Replace brakes as needed. - Replace bearings and tires as needed. - Replace decks made out of metal. - Replace and maintain all lights.
4. Fabrication.	<ul style="list-style-type: none"> - Build guards for equipment. - Repair implements. - Perform welding jobs. - Some repairs may be performed in the field. - Use shop tools including grinder, welder, drill press, and hand tools. There is also a hydraulic press available.
5. Miscellaneous.	<ul style="list-style-type: none"> - Repair chainsaws as needed. The heaviest chainsaw weighs 30.5 pounds. - Repair snow-blowers or push mowers as needed. - Maintain boat motors of the two boats that are used on the lake.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Hand tools, air tools, air gun (14.4 pounds), grinder, welder, drill press, hydraulic press, dolly mover, lift, floor jacks.

List of Maximum Physical Requirements:

1. Must work in multiple body positions.
2. Pushing/pulling 800 pound tires.
3. Lifting up to 75 pounds into the back of a truck.
4. Duties change daily depending upon repairs that need to be made, and may have to work in the field.

Summary of Physical Job Demands and Maximum Forces

Job Title: Fleet Maintenance

Job Tasks	Cars and trucks	Heavy equip.	Trailers	Fabric -ation	Misc.
LIFTING TASKS: Forces (lbs)					
Freq/Duration					
Floor-to-Wt	50	55	50	75	35
Waist to Shoulder	50	45	10	75	35
Shoulder-to-Overhead	50	10			
Pushing	drums	tires		tanks	
Pulling	drums	tires		tanks	
2-Handed Carry	50	55	50	75	35
One-Hand Carry	25	25	25	25	15
POSITIONAL TASKS					
Neck Non-Neutral (>20 deg.)	F	F	F	F	F
Overhead Reaching	O	O		O	
Horizontal Reaching (>20")	F	F	O	O	O
Sitting	O	O			O
Standing (<3 steps)	F	F	F	F	F
Bending - Sit (>20deg.)					
Bending - Stand (>20 deg.)	F	F	O	F	O
Squatting	O	O	O	O	
Kneeling	O	O	O		
Supine-lying	O				
Crawling					
BACK					
Standing & Twisting (>20 deg.)	O	O	O	O	O
Sitting & Twisting (>20 deg.)					
UPPER EXTREMITY					
Bilateral Use Required (yes/no)	Y	Y	Y	Y	Y
Forceful Gripping/Grasping	O	O	O	F	O
Forceful Pinching	O	O	O	O	O
Handling (small med objects)	O	O	O	O	O
Fingering (write, type, small parts)	O	O	O	O	O
ENDURANCE					
Walking (>3 steps)	F	F	F	F	F
Stairs/step climbing					
Ladder climbing	O	O			
Balancing-Slippery, narrow, moving					

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Fleet Maintenance

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: Break Time: 2-15 minute, 1-30 minute

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other:

WORKERS CHOICE HEALTH SERVICES

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Operator (Filter / Head House).

Date of Evaluation: 02/01/2006

Employer: Mahoning Valley Sanitary District

Described by Who? Keith Rees

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED.

Certification Required: Yes No If So, What: Class 1 Ohio EPA Water License.

Special Training: On the Job Initial & Continued

Off Site Continued Training

Distance From Parking Lot to Workstation: 250' Number of Stairs to Main Workstation: 9.

Physical Demand Level: Heavy

Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

The Filter Operator controls water levels in the Filter Building, operates the rapid sand filters and takes hourly readings. Does chemical analysis test for alkalinity, chlorine levels, amounts of turbidity (cloudiness) of water. Completes logs. Daily check of rain water amounts. The Head House Operator monitors the chemical additive levels to the water, collects water samples and takes to the Filter Operator every 2 hours. Loads the chemicals. Monitors sludge valves, clarify, and flocculator. Completes hand-written logs continuously.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Water levels and Filter Building (Filter Operator).	<ul style="list-style-type: none"> - Visually inspect water levels. - Push-control panel buttons to open and close valves that turn the filters on/off. - Communicate/coordinate with Pump House Operator.
2. Operate rapid sand filter (Filter Operator).	<ul style="list-style-type: none"> - Push on/off buttons to control. - Operate switches and buttons to clean filters. - Must walk throughout the facility to the various filters.
3. Chemical analysis (Filter Operator).	<ul style="list-style-type: none"> - Receive water samples from Head House Operator. - Carry samples to second floor lab. - Perform chemical analysis tests, which are done by hand or with electronic testing equipment. Works at a 38" high counter.
4. Monitor chemical additive levels (Head House Operator).	<ul style="list-style-type: none"> - Use golf cart and/or walk to various chemical areas in different buildings.

	<ul style="list-style-type: none"> - Take readings from gauges. - Adjust flow knobs as needed. - Manually enter data onto a log sheet. - Use calculator for needed calculations.
5. Collect water samples (Head House Operator).	<ul style="list-style-type: none"> - Walk to various tanks in the Head House. - Use a long pole with a scooper on the end to draw water out of the tanks and pour it into the sample bottle. - Take the water samples to the Filter Operator every 2 hours.
6. Load the chemicals (Head House Operator).	<ul style="list-style-type: none"> - Check chemical levels. - Push button or turn handle to automatically load most of the chemicals. - The potassium permanganate is scooped from a 150 kg barrel and loaded into the machine at chest height. May have to move the barrel with a barrel dolly. Wear a mask when doing this. - Occasionally has to use a "hoe" to knock line down into the tank if it is at low level. The hoe is 38' long and weighs approximately 30 pounds. There is a 90 pound cover that has to be moved in order to get to the lime storage bin. There are also covers over the lime mixer that require 35-50 pounds of lift force at waist to shoulder level to inspect the lime mixing. - Check the levers underneath the alum tank, which is an old railroad tank stored on tracks in the building.
7. Monitor sludge valves, clarifiers, and flocculator.	<ul style="list-style-type: none"> - Walk to the various areas throughout the plant. - Visually inspect the operation of the sludge valves and clarifiers. - Check the belts and make sure the flocculators are operating.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

water collection scooper, bottles, lab analysis testing equipment, logs, calculator, cart, etc.

List of Maximum Physical Requirements:

1. 90# lift to remove metal covers over lime storage tanks
- 2.
- 3.
- 4.
- 5.

Summary of Physical Job Demands and Maximum Forces

Job Title: Operator (Filter/Head House)

Job Tasks	Water levels (FO)	Rapid Sand (FO)	Chem. Samples (FO)	Chem. Additive (HO)	Collect water samples (HO)	Load chemical (HO)	Monitor sludge valves, etc (HO)
LIFTING TASKS: Forces (lbs) Freq/Duration							
Floor-to-Wt					10	90	
Waist to Shoulder			10	5	10	50	
Shoulder-to-Overhead						30	
Pushing	button	button		button		dolly	
Pulling						collector	dolly
2-Handed Carry						30	
One-Hand Carry			10		10	10	
POSITIONAL TASKS							
Neck Non-Neutral (>20 deg.)			O	F	O	F	F
Overhead Reaching				O		O	
Horizontal Reaching (>20")						O	
Sitting	C			O			
Standing (<3 steps)			C	O	O	F	O
Bending - Sit (>20deg.)							
Bending - Stand (>20 deg.)			O	O	O	O	O
Squatting				O		O	
Kneeling							
Supine-lying							
Crawling							
BACK							
Standing & Twisting (>20 deg.)			O		O	O	
Sitting & Twisting (>20 deg.)							
UPPER EXTREMITY							
Bilateral Use Required (yes/no)	N	N	Y	N	Y	Y	N
Forceful Gripping/Grasping					O	O	
Forceful Pinching							
Handling (small med objects)	O		C	F	F	F	F
Fingering (write, type, small parts)	O		C	C	F	F	F
ENDURANCE							
Walking (>3 steps)		F	F	F	F	F	C
Stairs/step climbing		O	O	O	O	O	F
Ladder climbing							
Balancing-Slippy, narrow, moving							

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Operator (Field/Head House)

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: minimal Break Time: N/A

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator Prot. Gloves Glasses

Other: Occasional protective suit, SCBA breathing apparatus for emergency.

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Painter

Date of Evaluation: 02/01/2006

Employer: Mahoning Valley Sanitary District

Described by Who? Ron Carson

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED.

Certification Required: Yes No If So, What: Journeyman Painter, Drivers license.

Special Training: On the Job Initial & Continued Off Site Continued Training

Distance From Parking Lot to Workstation: varies Number of Stairs to Main Workstation: varies

Physical Demand Level: Medium/Heavy Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

Prepare and paint any surface within the facility. Clean and seal non-painted surfaces. Repair window glass and glazing. Assist other departments with ladder and scaffolding as needed. Supply and install wall warning signs. Meet all EPA requirements.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Job preparation.	<ul style="list-style-type: none"> - Review project needs. - Verify correct materials needed. - Obtain materials from various paint vendors. Usually pick up materials in truck and occasionally have them delivered. - Determine ladder, scaffolding, and safety needs; including: masks, harnesses, etc.
2. Set-up job.	<ul style="list-style-type: none"> - Carry materials and tools to job site. - Set-up ladders and scaffolding as needed. Ladders include 4', 6', 10', and 14' step-ladders that are wood or fiberglass. Use a "Little Giant" ladder up to 22' (56 pounds). May have to use a 23' extension ladder. The scaffolding is used when painting over the tanks or larger overhead areas. It requires 2-3 men to set-up the aluminum scaffolding. - May have to set-up planks between two different ladders. - Place wood covers over the filter tanks and tarps over other areas as needed. - Take power washer to work area.

	<ul style="list-style-type: none"> - A can of paint is 7 pounds and the sprayer weighs 15 pounds. - Set-up lockout/tag-out if needed.
3. Prepare surfaces.	<ul style="list-style-type: none"> - Use wire brushes, scrapers, sandpaper, hand air grinder, etc. - Use denatured alcohol, mineral spirits, lacquer thinner, xylene (requires gloves and respirator), etc. - Power washer as needed up to 3200 psi.
4. Paint surface.	<ul style="list-style-type: none"> - Apply appropriate types of primer. - Apply two coats of surface paint. - May use sealers on non-painted surfaces. Some sealers are applied with caulk-like tubes. - Use brush or sprayer.
5. Apply required labels.	<ul style="list-style-type: none"> - Mark pipes as required by code. - Apply decals and warning signs. - Some marking is done by painting with stencils.
6. Windows.	<ul style="list-style-type: none"> - Removal of glass. - Replace glass and clips. - Glaze glass. - Prepare for painting if necessary.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Truck, ladders, scaffolding, paint brushes, paint sprayers, power washer, stencils, etc.

List of Maximum Physical Requirements:

1. Multiple body positions.
2. Often work on ladders or scaffolding.
3. Carry supplies.
4. Lift power washer into truck.

Summary of Physical Job Demands and Maximum Forces

Job Title: Painter

Job Tasks	Job prep.	Set-up job	Prepare surface	Paint	Apply labels	Windows
LIFTING TASKS: Forces (lbs)						
Freq/Duration						
Floor-to-Wt	50	75	20	20	10	60
Waist to Shoulder	50	75	20	20	10	60
Shoulder-to-Overhead		washer	10	10	10	10
Pushing	washer					
Pulling	washer					
2-Handed Carry						
One-Hand Carry	50	75	20	20	10	60
POSITIONAL TASKS						
Neck Non-Neutral (>20)	F	F	C	C	F	F
Overhead Reaching	O	O	F	F	O	O
Horizontal Reaching (< 20")		O	C	C	F	F
Sitting	O					
Standing (<3 steps)	O	O	C	C	C	C
Bending - Sit						
Bending - Stand (>20)	O	F	F	F	F	F
Squatting						
Kneeling		O	O	O	O	
Supine-lying						
Crawling						
BACK						
Standing & Twisting (>20)	O	F	C	C	F	F
Sitting & Twisting (>20)						
UPPER EXTREMITY						
Bilateral Use Required	Y	Y	Y	Y	Y	Y
Forceful Gripping/Grasping	O	F	F	F		O
Forceful Pinching						
Handling (small med objects)	O	F	F	F	O	F
Fingering (write, type, small parts)	O				F	F
ENDURANCE						
Walking (>3 steps)	F	F	F	F	F	F
Stairs/step climbing	O	O	O	O	O	O
Ladder climbing	F	F	F	F	F	F
Balancing-Slippery, narrow, moving		O	O	O	O	

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Painter

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: none Break Time: 2-15 minute, 1-30 minute

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other: Safety harnesses.

Workers Choice Health Services

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Plant Electrician III

Date of Evaluation: 1-26-2006

Employer: Mahoning Valley Sanitary District

Described by Who? Jim Frankino & Bert Gadd

WCHS Evaluator: Don Harris, PT

Job Description Supplied: Yes No

Education Level Required for Hire: High School or GED

Certification Required: Yes No If So, What: 7 years experience

Special Training: On the Job Initial & Continued

Off Site Continued Training

Distance From Parking Lot to Workstation: 50' Number of Stairs to Main Workstation: varies

Physical Demand Level: Heavy

Rating Based On: Max Weight Lifted Frequency of Lifts

Description of Job (including objective of job):

Under the general direction of the Chief Electrician, maintains and repairs plant electrical equipment with considerable independence in carrying out assignments. Supervise lower level electricians. Work with 120 to 23000 volts and work in 2 man crews above 480 volts. The facility is large with multiple buildings.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Perform Routine Inspections	<ul style="list-style-type: none"> - Walk throughout entire facility including local 13 buildings and remote facilities. Remove panels and guards as needed to view electrical equipment. - Use ladders from 4' step ladder to a 40' extension ladder to view equipment. - May have to go inside manhole areas to view equipment. - May have to use a spud bar to lift and slide a manhole cover weighing from 50 to 200#.
2. Preventative Maintenance	<ul style="list-style-type: none"> - Go to various motor locations throughout the facility. May have to use ladders, stationary ladders, or stairs. Climbing is usually required. - Change motor belts. - Blow out motors to clean them. Use an air hose or electrical portable blower (14#). - Change oil and grease motors. - Clean filters, change belts and grease HVAC systems. - Change light bulbs and ballasts.

	- Use hand tools.
3. Diagnosis and Repair of Malfunctions	<ul style="list-style-type: none"> - Inspect any equipment that is not running smoothly. This is often noticed by sound of operation or equipment failure. - Equipment includes motor (10# to tons) control panels, level transmitters, valve actuators, etc. May have to use lift or crane. - Use testing equipment including meters, calibrators, miggers, and high volt test equipment. - Steps and ladders required. - Use hand tools, conduit bender, and power hand tools.
4. New Installation	<ul style="list-style-type: none"> - Install any electrical line needed in the facility. This could range from a new light switch to the panels needed for a large motor. - Run conduit and pull wire. - Attach any necessary control panel. - Set motor in place on pad provided, then align and secure it. - Weld hangers for conduit.
5. Use Ladders	<ul style="list-style-type: none"> - Many of the jobs require a ladder to perform. - Could be stationary or portable. - Often use the 8' 35# step ladder that an individual would carry or a 100# 18' ladder that requires two to set it up.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Hand tools, power tools, air tools, ladders, electrical testing equipment, crane, vehicle, golf cart, spud bars, ropes, spools of wire (11# to 120#), conduit (4.5# for ¾" diameter piece and may carry 10 at a time).

List of Maximum Physical Requirements:

1. Lifting heavy material.
2. Moving and climbing ladders.
3. Multiple body positions when working

Summary of Physical Job Demands and Maximum Forces

Job Title: Plant Electrician III

Job Tasks	Inspection	Preventative Maintenance	Diagnosis & Repair	New Installation	Portable Ladder
LIFTING TASKS: Forces (lbs)					
Freq/Duration					
Floor-to-Wt	35	35	35	35	100
Waist to Shoulder	35	35	35	35	100
Shoulder-to-Overhead	35	35	35	35	
Pushing			wire	wire	
Pulling			wire	wire	
2-Handed Carry	35	35	35	35	100
One-Hand Carry	20	20	20	20	
POSITIONAL TASKS					
Neck Non-Neutral (>20 deg.)	F	F	F	F	F
Overhead Reaching	F	F	F	F	O
Horizontal Reaching (>20")	O	O	O	O	O
Sitting					
Standing (<3 steps)	O	F	F	F	
Bending - Sit (>20deg.)					
Bending - Stand (>20 deg.)	F	F	F	F	
Squatting	O	O	O	O	
Kneeling	O	O	O	O	
Supine-lying					
Crawling				R	
BACK					
Standing & Twisting (>20 deg.)	O	O	O	O	
Sitting & Twisting (>20 deg.)					
UPPER EXTREMITY					
Bilateral Use Required (yes/no)	Y	Y	Y	Y	Y
Forceful Gripping/Grasping	O	O	O	O	C
Forceful Pinching					
Handling (small/med objects)	C	C	C	C	
Fingering (write, type, small parts)	O	O	O	O	
ENDURANCE					
Walking (>3 steps)	C	C	C	C	F
Stairs/step climbing	F	F	F	F	
Ladder climbing	F	F	F	F	
Balancing-Slippery, narrow, moving	O	O	O	O	

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Plant Electrician III

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: 4 Break Time: 2 x 15 min; 1 x 30 min

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other: confined space safety equipment

Workers Choice Health Services

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Plant Mechanic III

Date of Evaluation: 1-26-2006

Employer: Mahoning Valley Sanitary District

Described by Who? Robert Bodnar

WCHS Evaluator: Don Harris, PT

Job Description Supplied: Yes No

Education Level Required for Hire: High School or GED

Certification Required: Yes No If So, What: 7 years experience with mechanical repair

Special Training: On the Job Initial & Continued Off Site Continued Training

Distance From Parking Lot to Workstation: 50' Number of Stairs to Main Workstation: varies

Physical Demand Level: Heavy

Rating Based On: Max Weight Lifted Frequency of Lifts

Description of Job (including objective of job):

Under the general direction of the Chief Mechanic, maintains and does mechanical repairs of plant equipment with considerable independence in carrying out assignments. Performs other related duties as required. Supervise lower level mechanics. The facilities include the 13 local buildings, dam, and remote sites. The responsibilities include all mechanical equipment required to collect water from the reservoir, purify it, and pump it to the various distribution locations throughout the Mahoning Valley. They try to limit lifting to 50# by self, 50 to 75# with two men but use judgement based on location of lift, and use a lift or crane over 100#. They stress safety with lifting and get help when needed.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Maintain & Repair Water Pipes and Pumps	<ul style="list-style-type: none"> - May have to replace pipes that range from 6" to 48" in diameter. The pipes are located throughout the facility and require steps or ladders to get to them. - May have to move manhole covers or grates to reach them. May use a crane or lift but often have to use man power for moving heavy parts. - Inspect, repair or replace valves (6" to 48", weighing 60 to 1000+ pounds). - Keep large pumps serviced. Change oil and packing. Disassemble to check. Change bearings, assemblies, couplings, impeller, and other parts as needed. The large water pumps are 11 million to 22 million gallons/day pumps. The bolts to hold the casting on are 1 3/4" diameter. - Back flow devices are tested and certified by the

	Chief Plant Mechanic.
2. Mechanical Maintenance & Repairs in Water Tanks	<ul style="list-style-type: none"> - There are multiple size water holding tanks used during the purification phase of the process and they all have various mechanical parts. - Maintain & repair the gear drives in the clarifier tanks. This requires the use of a safety harness to reach them. The gear drives must be drained of oil. - Maintain the water agitator's impeller that is on the shaft. The water tank is 40' deep. - Repair sludge valves. These are located down a 25' deep tunnel. Must remove a manhole cover to reach them.
3. Maintain Chemical Regulators	<ul style="list-style-type: none"> - Maintain mechanical control panels and vacuum controls for various chemicals to be added to the water. There are shafts, feeders, bearings, and selenoid center controls. - Maintain large mixers with 3" shafts. - Work around chemicals including lime, soda, flouride (acid), ammonia, chlorine, and sodium aluminate. - The chlorine comes in large barrels that are moved by hoist and rolled with a pry bar.
4. Maintain Building Heating Systems	<ul style="list-style-type: none"> - The heating systems include hot water and steam heat. - There are various valves that occasionally need to be replaced. - Maintain boiler water feed pump and condensing return pump. - Repair and replace piping.
5. Fabricate Equipment	<ul style="list-style-type: none"> - Fabricate any needed part. - May use lathe, milling machine, grinder, drill press, welder, and/or hand and power tools. - May hand bend materials to shape. - Somebody returning to work could do fabrication and bench work in the shop initially. Rebuild chlorine regulators, etc.
6. Miscellaneous	<ul style="list-style-type: none"> - Operate 15 ton crane. Must climb a verticle ladder to get to the top controls. - Repair any mechanical equipment or part in the facility.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment/Tools or special clothing required to perform the job:

Hand tools, power tools, sockets up to 2 3/8", hoists, crane, shop machines, vehicle, 50# tool box, ladders, etc.

List of Maximum Physical Requirements:

1. Lifting of heavy objects.
2. A lot of climbing.
3. Multiple body positions to reach valves, pumps, and other equipment.
4. Work in confined spaces.

Summary of Physical Job Demands and Maximum Forces

Job Title: Plant Mechanic III

Job Tasks	Water Pipes & Pumps	Water Tanks	Chemical Regulators	Heating Systems	Fabrication	Miscellaneous				
LIFTING TASKS: Forces (lbs)										
Freq/Duration										
Floor-to-Wt	50	50	50	50	50	50				
Waist to Shoulder	50	50	50	50	50	50				
Shoulder-to-Overhead	30									
Pushing	wrench	wrench		wrench						
Pulling	wrench	wrench		wrench						
2-Handed Carry	50	50	50	50	50	50				
One-Hand Carry	50	50	50	50	50	50				
POSITIONAL TASKS										
Neck Non-Neutral (>20 deg.)	F	F	F	F	F	F				
Overhead Reaching	O	O	O	O		O				
Horizontal Reaching (>20")	F	F	F	F	F	F				
Sitting	O	O	O	O		O				
Standing (<3 steps)	F	F	F	F	C	F				
Bending - Sit (>20deg.)										
Bending - Stand (>20 deg.)	F	F	F	F	F	F				
Squatting	O	O	O	O	O	O				
Kneeling	O	O	O	O	O	O				
Supine-lying										
Crawling	O									
BACK										
Standing & Twisting (>20 deg.)	F	F		F	F	F				
Sitting & Twisting (>20 deg.)										
UPPER EXTREMITY										
Bilateral Use Required (yes/no)	Y	Y	Y	Y	Y	Y				
Forceful Gripping/Grasping	F	F	F	F	F	F				
Forceful Pinching	O	O	O	O	O	O				
Handling (small/med objects)	F	F	F	F	F	F				
Fingering (write, type, small parts)	O	O	O	O	O	O				
ENDURANCE										
Walking (>3 steps)	F	F	F	F	F	F				
Stairs/step climbing	F	F	O	O		F				
Ladder climbing	O	O	O			O				
Balancing-Slippery, narrow, moving	O									

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Plant Mechanic III

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week:

Break Time: 2 x 15 min; 1 x 30 min

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other: Safety Harnesses

WORKERS CHOICE HEALTH SERVICES

Functional Job Analysis

Purpose:

To produce an ADA compliant functional job analysis which delineates the essential job functions and job task elements of a particular job category. This document does not represent an actual job description.

Job Evaluated (title): Secretary

Date of Evaluation: 02/01/2006

Employer: Mahoning Valley Sanitary District

Described by Who? Grace Babinchak

WCHS Evaluator: Don Harris, PT

Job Description: Supplied: Yes No

Education Level Required for Hire: High School or GED.

Certification Required: Yes No If So, What:

Special Training: On the Job Initial & Continued

Off Site Continued Training

Distance From Parking Lot to Workstation: 100'

Number of Stairs to Main Workstation: none

Physical Demand Level: Sedentary

Rating Based On: Max Weight Lifted Frequency of lifts

Description of Job (including objective of job):

Manage front-desk area of the facility in the administration building. Answer telephone, type, do data entry, fax, postage, operate copier, do filing, and control the main gait.

Essential Job Functions and Associated Task Elements:

Job Functions	Job Task Elements
1. Front desk duties.	<ul style="list-style-type: none"> - Answer telephone and direct calls to appropriate personnel. Take messages. - Answer the call box from the front gate and open and close the gate using the computer screen control.
2. Secretarial duties.	<ul style="list-style-type: none"> - Type or do data entry of letters and reports. - Use fax machine. - Use copier. - Only carry two reams of paper at a time. - Use shredder. - Do filing with drawers from floor to 52" height. - Use postage meter machine that is located on a 48" high table. - Store needed supplies by desk up to 65" height. - Open and sort mail. Stamp the date received on each piece of mail.

Note: Refer to next page for summary of physical demands and maximum forces of job task elements.

Equipment tools or special clothing required to perform the job.

Office equipment including: telephone, computer, copier, fax machine, shredder, and postage machine.

List of Maximum Physical Requirements:

1. Constant sitting.

Summary of Physical Job Demands and Maximum Forces

Job Title: Secretary

Job Tasks	Front desk	Secretarial
LIFTING TASKS: Forces (lbs) Freq/Duration		
Floor-to-Wt		10
Waist to Shoulder	5	10
Shoulder-to-Overhead		5
Pushing		drawer
Pulling		drawer
2-Handed Carry		10
One-Hand Carry	5	
POSITIONAL TASKS		
Neck Non-Neutral (>20 deg.)	F	F
Overhead Reaching		O
Horizontal Reaching (< 20")		O
Sitting	C	C
Standing (<3 steps)		O
Bending - Sit		O
Bending - Stand (>20)		O
Squatting		O
Kneeling		
Supine-lying		
Crawling		
BACK		
Standing & Twisting (>20)		
Sitting & Twisting (>20)		O
UPPER EXTREMITY		
Bilateral Use Required	N	Y
Forceful Gripping/Grasping		
Forceful Pinching		
Handling (small med objects)	F	F
Fingering (write, type, small parts)	O	F
ENDURANCE		
Walking (>3 steps)		O
Stairs/step climbing		
Ladder climbing		
Balancing-Slippy, narrow, moving		

Frequency Definitions

R: Rarely	I: Infrequently	O: Occasionally	F: Frequently	C: Constantly
1% or less of task	2-5 % of task	6-33% of task	34-66% of task	67-100% of task
1 or less reps/hour	1-2 reps/ hour	3-12 reps/hour	13-30 reps/hour	31-60 reps/hour
1 or less reps/day	2-20 reps/day	21-100 reps/day	101-245 reps/day	246-490 reps/day

U-Unilateral B-Bilateral L-Left R-Right

Work Schedule Variables

Job Title: Secretary

Shifts: Day Evening Midnights

Hours Per Week: 40 Average Overtime Per Week: Break Time: 1-60 minute

Productivity Variables

Self Pacing Incentive Pay Assembly Line Machine Paced Quota Required

Workstation Variables

Rotation of Tasks: Yes No Routine Interaction with Employees/Supervisor Yes No

Repetitive Motion: Yes No (30 min continuous AND >2 hours/day; work cycle < 30 seconds)

Environmental Factors

Odor and Particulate Matter: Yes No Lighting Intensity: Adequate Inadequate

Heat Exposure (>85 degrees): Yes No Cold Exposure (<60 degrees): Yes No

Noise Exposure: Yes No (OSHA required hearing protection or constant annoying lower level)

Skin Exposure to Caustic Agents/Chemicals/Abrasives: Yes No

Sensory Requirements

Near Vision (<2 ft): Yes No Far Vision (>10 ft): Yes No

Color Vision: Yes No Peripheral Vision: Yes No

Gross Hearing: Yes No (ie., Would a deaf person be safe doing the job?)

Fine Hearing Yes No (ie., stethoscope, high pitched noises, etc.)

Smell: Yes No Taste: Yes No

Safety and Hygiene Exposure

Vibration: Power Tools Yes No Total Body: Yes No

Elevated Work: Yes No Confined Space: Yes No
(feet off ground such as ladder, scaffold or bucket)

Safety Equipment Required: Hard Hat Hearing Prot. Respirator

Prot. Gloves Glasses Other: None

Transitional Work Policy and Procedure Manual

Forms:

- Sample Accident/Injury Report Forms:
 - Employee's Report of Incident and Injury
 - Statement of Witness to Accident
 - Industrial Injury Fact Sheet (Employer/Supervisor)
- FROI-1 (First Report of Injury)
- MEDCO 14 (Physicians Report of Work Ability)
- C-9 Form (Request for Medical Services)
- Problem/Resolution Report and Resolution Form

EMPLOYEE'S REPORT OF INCIDENT AND INJURY
PLEASE PRINT IN INK-To be completed by Employee

EMPLOYER: _____

Name _____ Social Sec. _____
Home Address _____ Birth Date _____
City/State/Zip _____ Sex: Male Female
Telephone: () _____ Alternate Phone: () _____

Date of injury or onset of symptoms _____ Time _____ am pm
Describe what caused the injury/symptoms, what you were doing **just before** the incident, and what you did **after** the incident (if you need more space, write on the back of this form). **Be specific - name any objects or substances involved:**

Did anyone see you get hurt? Yes No If yes, who? _____
Did you report this incident to anyone? Yes No If not, why not? _____
If yes, to whom did you report it? (Name and Title/Position) _____
When? (Date and Time) _____

What part(s) of your body was/were affected? (BE SPECIFIC- for example: right elbow, left knee, right index finger):

What type of injury did you experience? (BE SPECIFIC- for example: bruise, scrape, laceration, pull)

Was any first aid provided at the scene? Yes No If yes, describe: _____
If yes, when? _____ Where? _____ Did you seek other medical treatment? Yes No
If treatment was not sought immediately, explain why: _____

Is this an aggravation of a previous injury/symptom? Yes No If yes, when were you last treated for the previous injury? _____ By whom or where? _____

Have you ever had a similar injury? Yes No If yes, describe other injury: _____

Medical Release

Under current workers' compensation provisions, the employer is entitled to a signed medical release

I hereby authorize any person or persons who have in the past or will in the future medically attend, treat or examine me, or any person who may have information of any kind which may be used to reach a decision in any claim for injury or disease arising from the injury/illness described above, to **disclose such information** to my employer, my employer's managed care organization, or to my employer's designated representative, **GENEX Services**. A copy of this form will serve as the original.

Employee Name (print) _____

Employee Signature _____ Date (required) _____

STATEMENT OF WITNESS TO ACCIDENT

EMPLOYER:

[Redacted box]

I. INCIDENT IDENTIFICATION INFORMATION

Name of employee alleging incident _____ Shift _____
Occupation _____ Department _____

II. WITNESS STATEMENT

Your name has been given as a witness to an incident alleged by the above individual. Through your cooperation, information can be obtained to complete the investigation of this incident. Therefore, it will be appreciated if you will answer each of the following questions and promptly return your completed statement.

Your name _____ Your occupation _____

Your address _____ Your telephone number () _____ - _____

Did you see an accident involving the above employee? Yes No

If not, how did you learn about the accident? _____

If you did see an accident occur: Date of accident _____ Time of accident _____ am pm

Describe what you saw: _____

Your signature _____ Please print your name _____ Date _____

State of Ohio ¶

County of _____ ¶

Before me, a Notary Public in and for said state, personally appeared the above named who acknowledged before me that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In testimony whereof, I have hereunto affixed my name and official seal at _____, Ohio this _____ day of _____, 20____.

(SEAL)

(signed) _____

Name (printed or typed) _____

Notary Public, State of Ohio
My Commission Expires _____ (date)

**INDUSTRIAL INJURY FACT SHEET
EMPLOYER/SUPERVISOR**

Employee Name: _____ Soc. Sec. _____

Employer: _____ Date of Injury: _____

Was an investigation completed concerning the circumstances of this injury? Yes No

Were there any witnesses to this injury? Yes No
If yes, witness statements should be attached.

Was the injury a result of horseplay? Under the influence of drugs, or
purposely self-inflicted? If yes, please specify: Yes No

Has there been any recent disciplinary action taken against this employee? Yes No
If yes, please describe (and attach any written documentation):

Has the employee missed any work previously due to similar industrial or
non-industrial conditions? If so, Yes No
when? _____

Has the employee submitted medical documentation for the injury? Yes No
If so, please attach.
If known, please provide us with the name, address and telephone number
of the attending physician: _____

Has the employee returned to work? Yes No
Last day worked (date) _____ Returned to work (date) _____
If not, what is the current estimated date of return? _____

With the information you have, would you recommend the claim be accepted? Yes No
If no, why
not? _____

Employer's signature Title Date

**PLEASE ATTACH COMPLETED INCIDENT REPORTS, WITNESS STATEMENTS AND ANY ACCUMULATED
MEDICAL BILLS AND INFORMATION. ADDITIONAL COMMENTS MAY BE NOTED ON THE REVERSE SIDE.**



Better Workers' Compensation

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First Report of an Injury, Occupational Disease or Death

This form can be completed and submitted online at:
ohiobwc.com

Report your injury by completing all three sections of this form

- 1 Complete as much of all three sections of this form as possible to reduce the time necessary in determining the claim. If this form is completed by the injured worker at the first visit to a medical provider, the injured worker may give the FROI to the provider to complete the treatment information section. The provider can then submit the FROI to the MCO.
- 2 Deliver, mail or fax the completed document to your employer or your employer's managed care organization (MCO).
- 3 If you do not know your employer's MCO, contact BWC at **1-800-OHIOBWC** and follow the prompts, or use the MCO on BWC's Web site at **ohiobwc.com**.
- 4 If you are unable to determine your MCO, mail or fax this form to the BWC customer service office closest to your home. For information on your local customer service office, please visit **ohiobwc.com**, or call **1-800-OHIOBWC**.

Injured workers employed by a self-insuring employer

- Complete this form and give to your employer.
- Your employer should be able to tell you if he or she is a self-insuring employer.
- If your employer is self-insuring and you file this information with BWC, processing delays may occur.

For assistance in completing this form, call your BWC customer service office Monday through Friday, 8 a.m. – 4:45 p.m.

Ashtabula Customer Focus Center
525 Lake Ave.
Ashtabula, OH 44004
Phone: (440) 964-8505
Fax: (440) 964-8530

Bridgeport Customer Focus Center
56104 National Road, Suite 112C
Bridgeport, OH 43912-2506
Phone: (740) 635-1163
Fax: (740) 635-6210

Cambridge
61501 Southgate Road
Cambridge, OH 43725
Phone: (740) 435-4200
Fax: (866) 281-9351

Canton
400 Third St., S. E.
Canton, OH 44702-1102
Phone: (330) 438-0638
Toll free: (800) 713-0991
Fax: (866) 281-9352

Cincinnati
125 E. Court St.
Cincinnati, OH 45202-2196
Phone: (513) 852-3341
Fax: (866) 281-9353

Cleveland
615 Superior Ave. W.
Cleveland, OH 44113-1889
Phone: (216) 787-3050
Toll free: (800) 821-7075
Fax: (866) 336-8345

Columbus
30 W. Spring St.
Columbus, OH 43215-2256
Phone: (614) 728-5416
Fax: (866) 336-8352

Dayton
3401 Park Center Drive
P.O. Box 13910
Dayton, OH 45413-0910
Phone: (937) 264-5000
Fax: (866) 281-9356

Garfield Heights
4800 E. 131 St.
Garfield Heights, OH 44105
Phone: (216) 584-0100
Toll free: (800) 224-6446
Fax: (866) 457-0590

Governor's Hill
8650 Governor's Hill Drive,
Cincinnati, OH 45249
Phone: (513) 583-4400
Fax: (866) 281-9357

Hamilton
One Renaissance Center
345 High St.
Hamilton, OH 45011
Phone: (513) 785-4500
Fax: (866) 336-8343

Lima
2025 E. Fourth St.
Lima, OH 45804-4101
Phone: (419) 227-3127
Toll free: (888) 419-3127
Fax: (866) 336-8346

Logan
1225 W. Hunter St.
P.O. Box 630
Logan, OH 43138-0630
Phone: (740) 385-5607
Toll free: (800) 385-5607
Fax: (866) 336-8348

Mansfield
240 Tappan Drive, N.
P.O. Box 8051
Mansfield, OH 44906-8051
Phone: (419) 747-4090
Fax: (866) 336-8350

Portsmouth
1005 Fourth St.
P.O. Box 1307
Portsmouth, OH 45662-1307
Phone: (740) 353-2187
Fax: (866) 336-8353

Springfield
1 S. Limestone St. L-5
P.O. Box 1467
Springfield, OH 45501-1467
Phone: (937) 327-1425
Fax: (866) 457-0593

Toledo
1 Government Center, Suite 1236
P.O. Box 794
Toledo, OH 43697-0794
Phone: (419) 245-2700
Fax: (866) 457-0594

Youngstown
242 Federal Plaza, W., Suite 200
P.O. Box 1877
Youngstown, OH 44501-1877
Phone: (330) 797-5500
Toll free: (800) 551-6446
Fax: (866) 457-0596

Completion instructions (continued)

Injured worker and injury/disease/death info.

Last name, first name, middle initial		Social Security number		Marital status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed		Date of birth	
Home mailing address				Sex <input type="checkbox"/> Male <input type="checkbox"/> Female		Number of dependents	
City		State	9-digit ZIP code		Country if different from USA		Department name
Wage rate \$		Per <input type="checkbox"/> Hour <input type="checkbox"/> Month <input type="checkbox"/> Week <input type="checkbox"/> Year <input type="checkbox"/> Other		What days of the week do you usually work? <input type="checkbox"/> Sun <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Sat		Regular work from To	
Have you been offered or do you expect to receive payment or wages for this claim from anyone other than the Ohio Bureau of Workers' Compensation? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please explain.							
Employer name							
Mailing address (number and street, city or town, state, ZIP code and country)							
Location, if different from mailing address							
Was place of accident or exposure on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, give accident location, street address, city, state and ZIP code							
Date of injury/disease		Time of injury <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		If fatal, give date of death		Time employee began work <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Date hired		State where hired		Date last worked		Date returned to work	
Date employer notified		Date employer notified		Date employer notified		Date employer notified	
Description of accident (Describe the sequence of events that directly injured the employee, or caused the disease or death.)						Type of injury/disease and part(s) of body affected (for example sprain of lower left back, etc.)	
<small>Benefit application/medical release - I am applying for recognition of my claim under the Ohio Workers' Compensation Act for work-related injuries that I did not purposely inflict. I request payment for compensation and/or medical expense as allowable. Direct payment(s) to the providers of any medical services are authorized. I understand that I am allowing any provider who attends to, treats or examines me to release all medical, psychological and/or psychiatric information that is causally or historically related to physical or mental injuries relevant to issues necessary to the administration of my workers' compensation claim to the Ohio Bureau of Workers' Compensation, the Industrial Commission of Ohio, the employer listed in this claim, that employer's managed care organization and any authorized representatives. I further authorize the Ohio Rehabilitation Services Commission to release information about my physical, mental, vocational and social conditions that is causally or historically related to physical or mental injuries relevant to the administration of my workers' compensation claim to the aforementioned parties.</small>							
Injured worker signature				Date		Telephone number Fax number	

Injured worker and injury/disease/death info.

- 1 Home address: Enter the home address where the injured worker lives. Include the apartment number, if applicable.
 - If the post office does not deliver mail to the home address, list the mailing address instead of the home address.
- 2 Department name: Enter the injured worker's department or area name where he/she normally reports for work.
- 3 Wage rate: Enter the injured worker's rate of pay, and then select how often it is received. (If the pay rate being reported is not hourly, report the gross amount.)
 - If eight or more days of work will be missed, BWC needs wage information for the 52 weeks prior to the date of injury. Submit wage information using employer payroll reports, wage statement (BWC form C-94-A), W-2s, etc.
- 4 What days of the week do you usually work? What are your regular work hours: Enter the days and hours the injured worker normally works.
 - If the days worked vary from week to week, list the number of hours worked in an average week.
- 5 Wages: If you received wages during disability, please explain.
- 6 Occupation or job title: Enter the injured worker's type of occupation or actual job title at the time of injury, occupational disease or death.
- 7 Employer name: Enter the name of the injured worker's employer at the time of the injury, occupational disease or death.
- 8 Date of injury/disease: Enter the date injured worker was injured. OR If the injured worker contracted an occupational disease, determine which of the following happened most recently:
 - The occupational disease was diagnosed by a medical provider;
 - The first medical treatment;
 - The injured worker first quit work, due to the occupational disease.

Enter this as the date of occupational disease.

- 9 Date last worked: Enter the last day worked as a result of this injury, occupational disease or death.
- 10 Date returned to work: Enter the date the injured worker returned to work after the injury or occupational disease.
- 11 State where hired: Enter the state where the injured worker was hired by the employer listed on this application.
- 12 Date employer notified: Enter the date the employer was notified of the injury, occupational disease or death.
- 13 Description of accident: Describe in detail the events that caused the injury, occupational disease or death. Attach additional sheets, if necessary.
- 14 Type of injury/disease and part of body affected: Describe the nature of the injury, occupational disease or death. Indicate the part(s) of body injured, affected or that caused the death.

Examples:

 - Laceration of first toe, left foot;
 - Sprain of lower right back; etc.
- 15 Injured worker signature (injured workers only): Please read the Benefit /application/medical release information before signing and dating this form.





Better Workers' Compensation

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First Report of an Injury, Occupational Disease or Death

WARNING:

Any person who obtains compensation from BWC or self-insuring employers by knowingly misrepresenting or concealing facts, making false statements or accepting compensation to which he or she is not entitled, is subject to felony criminal prosecution for fraud.

(R.C. 2913.48)

Return this sheet and return the completed form to your employer's managed care organization (MCO) or to your local BWC customer service office.

Last name, first name, middle initial			Social Security number		Marital status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Widowed		Date of birth		
Home mailing address				Sex <input type="checkbox"/> Male <input type="checkbox"/> Female		Number of dependents			
City		State	9-digit ZIP code		Country if different from USA		Department name		
Wage rate \$ _____ Per: <input type="checkbox"/> Hour <input type="checkbox"/> Month <input type="checkbox"/> Week <input type="checkbox"/> Year <input type="checkbox"/> Other _____			What days of the week do you usually work? <input type="checkbox"/> Sun <input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Sat			Regular work hours From _____ To _____			
Have you been offered or do you expect to receive payment or wages for this claim from anyone other than the Ohio Bureau of Workers' Compensation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain.							Occupation or job title		
Employer name									
Mailing address (number and street, city or town, state, ZIP code and county)									
Location, if different from mailing address									
Was the place of accident or exposure on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, give accident location, street address, city, state and ZIP code)									
Date of injury/disease		Time of injury _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		If fatal, give date of death		Time employee began work _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.		Date last worked	Date returned to work
Date hired			State where hired			Date employer notified			
Description of accident (Describe the sequence of events that directly injured the employee, or caused the disease or death.)						Type of injury/disease and part(s) of body affected (For example: sprain of lower left back)			
<i>Benefit application/medical release - I am applying for recognition of my claim under the Ohio Workers' Compensation Act for work-related injuries that I did not purposely inflict. I request payment for compensation and/or medical expenses as allowable. Direct payment(s) to the providers of any medical services are authorized. I understand that I am allowing any provider who attends to, treats or examines me to release all medical, psychological and/or psychiatric information that is causally or historically related to physical or mental injuries relevant to issues necessary to the administration of my workers' compensation claim to the Ohio Bureau of Workers' Compensation, the Industrial Commission of Ohio, the employer listed in this claim, that employer's managed care organization and any authorized representatives. I further authorize the Ohio Rehabilitation Services Commission to release information about my physical, mental, vocational and social conditions that is causally or historically related to physical or mental injuries relevant to issues necessary for the administration of my workers' compensation claim to the aforementioned parties.</i>									
Injured worker signature			Date	E-mail address		Telephone number () ()		Work number () ()	

Health-care provider name			Telephone number () ()		Fax number () ()		Initial treatment date	
Street address			City		State		9-digit ZIP code	
Diagnosis(es): Include ICD code(s)								
Will the incident cause the injured worker to miss eight or more days of work? <input type="checkbox"/> Yes <input type="checkbox"/> No					Is the injury causally related to the industrial incident? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Health-care provider signature				11-digit BWC provider number			Date	

Employer policy number			<input type="checkbox"/> Employer is self-insuring <input type="checkbox"/> Injured worker is owner/partner/member of firm						
Telephone number () ()		Fax number () ()		E-mail address		Federal ID number		Manual number	
Was employee treated in an emergency room? <input type="checkbox"/> Yes <input type="checkbox"/> No					Was employee hospitalized overnight as an inpatient? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If treatment was given away from work site, provide the facility name, street address, city, state and ZIP code									
<input type="checkbox"/> Certification - The employer certifies that the facts in this application are correct and valid.				<input type="checkbox"/> Rejection - The employer rejects the validity of this claim for the reason(s) listed below:				For self-insuring employers only <input type="checkbox"/> Clarification - The employer clarifies and allows the claim for the condition(s) below: <input type="checkbox"/> Medical only <input type="checkbox"/> Lost time	
Employer signature and title							Date		OSHA case number

Completion instructions

(continued)

Treatment info.	Health-care provider name	Telephone number	Fax number	Initial treatment date
	Street address	City	State	9-digit ZIP code
	Diagnosis(es). Include ICD codes: <input type="checkbox"/> 1 _____ <input type="checkbox"/> 2 _____ <input type="checkbox"/> 3 _____			
	Will the incident cause the injured worker to miss eight or more days of work? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is the injury causally related to the industrial incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Health-care provider signature <input type="checkbox"/> 3		11-digit BWC provider number <input type="checkbox"/> 4	Date	

- Treatment info.**
- 1 Indicate the diagnosis and ICD codes for conditions being treated as a result of the injury.
 - 2 Indicate the treating provider's medical opinion that the injury sustained is causally related to the industrial incident, that the injury could result from the method (manner) of the accident, as described by the injured worker. It must be clear that the diagnosis in all probability occurred as a result of the injury.
 - 3 Signature of the health-care provider completing this form.
 - 4 Enter the physician's or health-care provider's 11-digit BWC-assigned provider number.

Employer info.	<input type="checkbox"/> 1 Employer policy number	<input type="checkbox"/> 5 Employer is self-insuring injured worker is owner/partner/member of firm			
	Telephone number	Fax number	e-mail address	Federal ID number	Manual number <input type="checkbox"/> 2
	Was employee treated in an emergency room? <input type="checkbox"/> Yes <input type="checkbox"/> No		Was employee hospitalized as an inpatient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	If treatment was given away from work site, provide the facility name, street address, city, state and ZIP code				
	<input type="checkbox"/> 3 Certification - The employer certifies that the facts in this application are correct and valid.		<input type="checkbox"/> 4 Rejection - The employer rejects the validity of this claim for the reason(s) listed below.		For self-insuring employers only: <input type="checkbox"/> 5 Clarification - The employer clarifies and allows the claim for the condition(s) below.
Employer signature and title			Date	OSHA case number <input type="checkbox"/> 6	

- Employer info.**
- 1 Enter the employer's BWC-assigned policy number, which is located on the BWC certificate of coverage.
 - 2 Enter the four-digit code that indicates the injured worker's job classification, located on the semiannual payroll report.
 - If you do not know the injured worker's manual number, call **1-800-OHIOBWC** and follow the prompts.
 - 3 If certification is selected and the claim is allowed, it will promptly be paid. Employers certifying a claim waive both the notice of receipt and notice of first order of compensation.
 - 4 If rejection is selected, use the space provided to list the reasons for rejection. Attach additional sheets, if necessary.
 - 5 Self-insuring employers that choose to clarify certification may use the space provided. Attach additional sheet, if necessary.
 - 6 If this is an OSHA-reportable injury, include the case number assigned by the employer. This form meets OSHA 301 requirements and may be used in lieu of the OSHA 301 when reporting recordable injuries and illnesses to the federal government.
- Note:**
If your employee misses eight or more days of work, BWC will need wage information for the 52 weeks prior to the date of injury. Submit wage information using employer payroll reports, wage statement (BWC form C-94-A), W-2s, etc.



Ohio Workers' Compensation
Back with you in mind

This form is now available online at: www.ohiobwc.com

- INSTRUCTIONS:**
- Physician must complete this form when the injured worker is under work restrictions or is temporarily totally disabled.
 - A copy of the completed form must be sent/faxed to the MCO and a copy given to the injured worker at time of exam.
 - Any other physician-generated document may be used provided that the substitute document contains, at a minimum, the data elements on the MEDCO-14.
 - If injured worker is employed by a self-insuring employer complete this form and mail or fax to the self-insuring employer.

Physician's Report of WORK ABILITY

FAX NOTE:

To	From
Toll-free phone number	Phone number
Toll-free fax number	Fax number

Injured worker name	Claim number	SSN if claim number unknown	Date of injury / /
Injured worker occupation		Employer name	

WORK ACTIVITY	<input type="checkbox"/> May RTW with no restrictions on _____ <input type="checkbox"/> May RTW with restrictions from _____ to _____ (complete work/non-work capabilities on the right). Work restrictions apply to work and non-work activity. If restrictions cannot be met at work, then injured worker is recommended to be off work. The restrictions are <input type="checkbox"/> permanent <input type="checkbox"/> temporary? If temporary, how long? _____ <input type="checkbox"/> Is totally disabled from work from _____ to _____ Please explain in the space provided below why the injured worker is unable to work, due to work-related injury/disease. List ICD-9 codes for the allowed conditions being treated which prevent return to work. _____ Estimated RTW date _____	<p align="center">Work/Non-Work Capabilities</p> <table border="1"> <thead> <tr> <th></th> <th>None at all 0%</th> <th>Occasional 1-33% 4-6</th> <th>Frequent 34-66% 6-12</th> <th>Continuous 67-100% >12</th> </tr> </thead> <tbody> <tr> <td colspan="5">% of Workday (8hr) Repetitions per hr</td> </tr> <tr> <td colspan="5">Lift/Carry</td> </tr> <tr> <td>Up to 10 lbs.....</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>11-20 lbs.....</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>21-50 lbs.....</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>51-100 lbs.....</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="5">Bending..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Twist/turn..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Reach below knee..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Push/pull..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Squat/kneel..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Stand/walk..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">Sit..... <input type="checkbox"/></td> </tr> <tr> <td colspan="5">No lifting above shoulders..... <input type="checkbox"/></td> </tr> <tr> <td colspan="2">Hand restrictions <input type="checkbox"/> Left <input type="checkbox"/> Right</td> <td colspan="3">No use of <input type="checkbox"/> Left <input type="checkbox"/> Right</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Must wear splint</td> <td colspan="3"><input type="checkbox"/> Arm</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> No lifting greater than _____ lbs</td> <td colspan="3"><input type="checkbox"/> Hand</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> No repetitive activities</td> <td colspan="3"><input type="checkbox"/> Finger _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> No work with hot or cold substances</td> <td colspan="3"><input type="checkbox"/> Other _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Change positions every _____</td> <td colspan="3"><input type="checkbox"/> Work activity as splint/bandage permits</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Avoid driving</td> <td colspan="3"><input type="checkbox"/> Keep wound clean/dry</td> </tr> <tr> <td colspan="2"></td> <td colspan="3"><input type="checkbox"/> Limit working to _____ Hrs./Day</td> </tr> </tbody> </table>		None at all 0%	Occasional 1-33% 4-6	Frequent 34-66% 6-12	Continuous 67-100% >12	% of Workday (8hr) Repetitions per hr					Lift/Carry					Up to 10 lbs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11-20 lbs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21-50 lbs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51-100 lbs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bending <input type="checkbox"/>					Twist/turn <input type="checkbox"/>					Reach below knee <input type="checkbox"/>					Push/pull <input type="checkbox"/>					Squat/kneel <input type="checkbox"/>					Stand/walk <input type="checkbox"/>					Sit <input type="checkbox"/>					No lifting above shoulders <input type="checkbox"/>					Hand restrictions <input type="checkbox"/> Left <input type="checkbox"/> Right		No use of <input type="checkbox"/> Left <input type="checkbox"/> Right			<input type="checkbox"/> Must wear splint		<input type="checkbox"/> Arm			<input type="checkbox"/> No lifting greater than _____ lbs		<input type="checkbox"/> Hand			<input type="checkbox"/> No repetitive activities		<input type="checkbox"/> Finger _____			<input type="checkbox"/> No work with hot or cold substances		<input type="checkbox"/> Other _____			<input type="checkbox"/> Change positions every _____		<input type="checkbox"/> Work activity as splint/bandage permits			<input type="checkbox"/> Avoid driving		<input type="checkbox"/> Keep wound clean/dry					<input type="checkbox"/> Limit working to _____ Hrs./Day		
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Physician's further explanation of work abilities or why the injured worker is unable to perform any work: _____																																																																																																																					

MMI Has the work-related injury(s) or occupational disease reached a treatment plateau at which no fundamental functional or physiological change can be expected despite continuing medical or rehabilitative intervention (maximum medical improvement): Yes No

▶ **Note: Periodic medical treatment may still be requested and provided.**

IF YES, give date _____ IF NO, please explain (attach additional sheet if necessary)

REHAB Check if vocational rehabilitation return to work services are indicated.

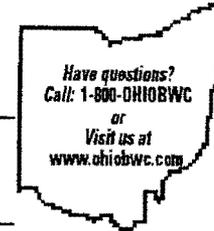
Physician name and address (please print, type or stamp)

Date of this exam / /	Follow-up appointment Date / /	Time
--------------------------	-----------------------------------	------

I certify that the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment, or both.

Physician signature (mandatory) _____ Date / /

Completing the MEDCO-14



Physician's Report of WORK ABILITY

Instructions

The MEDCO-14 is a physician's report of work ability. This form provides the injured worker and employer with important physician information regarding the injured workers' ability to work and specific instructions to aid in recovery.

1. The physician of record or treating physician must complete this form every time the injured worker is seen and is under any work restrictions, off work, or working with accommodations.
 - This form is not required if the injured worker is permanently and totally disabled or is not under any work restrictions.
2. This is a two-part form.
 - Give one copy to the injured worker at the time of the office visit.
 - Fax a copy to the appropriate MCO.
 - If requested, a copy may be sent directly to the employer.

Note: If the injured worker is employed by a self-insuring employer, complete this form and fax or mail directly to the self-insured employer.
3. The Request for Temporary Total Compensation (C-84) is most often used to report that an injured worker is temporarily totally disabled from work due to the injury and is requesting compensation benefits. However, the Physician's Report of Work Ability (MEDCO-14) may also be used to extend compensation.
4. Any other physician generated document may be used, provided that the substitute document contains, at a minimum, the data elements that are on the MEDCO-14.

Benefits of successful early RETURN TO WORK

- Early and successful return to work (RTW) benefits everyone. The costs of any disability go far beyond the measurable costs for medical care and compensation payments. Early return to work initiatives are dependent on communication and cooperation by physicians, employees, employers, MCOs, rehabilitation specialists and BWC.
- Many employers have early RTW programs and are willing to accommodate physicians' restrictions for their employees. A successful RTW program asks that the injured worker pace himself/herself and not work beyond his/her limits. Physicians are encouraged to consider releasing the injured worker to full or restricted duty as soon as the injured worker is able, including midweek. Returning the injured worker midweek or as soon as medically able helps the injured worker both physically and psychologically.
- Most injured workers return to work right away with minimal assistance. But, some injured workers require more medical care resulting in longer recovery and time away from work. Some injured workers may even require vocational services to return to productive employment. Together, the injured worker, physician, MCO, employer, and BWC will create a RTW program, that is personally tailored for the injured worker's job as well as the injury.
- There are several options available if the employer is not able to make accommodations for the injured worker's restrictions. The injured worker may continue to receive temporary total compensation or be eligible for other types of compensation. The physician should communicate with the MCO to determine if the employer can accommodate other types of return-to-work options including:
 - **Transitional work**- Work that uses real job duties for a specified period of time (generally not exceeding two or three months) to help injured workers progress to their original job
 - **Modified work**- Work in which physical barriers that may keep the injured worker from performing essential job functions are adapted, altered or removed.
 - **Light duty**- Work in which the job requirements are performed at reduced physical capabilities. Job tasks may be temporary or permanent.
 - **Alternative work** – Work for injured workers who are permanently restricted from their original jobs, but have other abilities and can be employed.
- Talk to the MCO if you feel the injured worker would benefit from vocational rehabilitation services.

The American Academy of Orthopaedic Surgeons and the American Association of Orthopaedic Surgeons believe that safe early return-to-work programs are in the best interest of patients. Studies have demonstrated that prolonged time away from work makes recovery and return to work progressively less likely. Return to work in light duty, part-time or modified duty programs is important in preventing the deconditioning and psychological behavior patterns that inhibit successful return to work and in improving quality of life for the injured worker.

Completing form C-9

Physician's Request for Medical Service or Recommendation of Additional Conditions for Industrial Injury or Occupational Disease



Instructions

- Please print or type this report.
- Complete this form and fax or mail to the appropriate MCO.
 - To determine the appropriate MCO ask the injured worker or employer, visit the BWC website at www.ohioBWC.com or contact BWC at 1-800-OHIOBWC (644-6292).
- Use this form (1) if this is a request for services even if services are being provided under the 60-day presumptive authorization, (2) if recommending additional condition(s) or (3) if diagnosis has changed.
- Complete all applicable sections of the form to avoid possible delays in processing this request.
- If injured worker is employed by a self-insuring employer, complete this form and mail or fax to the self-insuring employer.
- Additional copies of this form can be obtained on our website at www.ohioBWC.com, or by calling BWC at 1-800-OHIOBWC (644-6292) option 32.

Section I – Injured Worker

- 1 Enter the injured worker's name, BWC claim number or social security number if claim number is not available, the date the injured worker was injured or contracted an occupational disease, address and telephone number.

Section II – Requested Services

- 2 Indicate the diagnosis and the ICD-9 codes.
- 3 Indicate the beginning and ending date of the service being requested. Indicate the last exam or treatment date.
- 4 List the requested services including frequency and duration. Attach copies of current medical reports necessary to support request. Include any referrals, therapy, medications, diagnostic testing, expected outcomes of medical interventions, results of treatment, office notes that contain subjective and objective findings and preexisting conditions.

Section III – Additional Conditions

- 5 Complete if you are recommending additional conditions to the claim. Provide diagnosis and ICD-9 codes. Supporting medical documentation is required for all conditions listed. Include any referrals, therapy, medications, diagnostic testing, expected outcomes of medical interventions, results of treatment, office notes that contain subjective and objective findings and preexisting conditions.
 - BWC will notify all parties and the provider of the decision.
- 6 Refers to the establishment of a relationship between the injury or occupational disease and the industrial accident or exposure. An explanation is required when answering yes or no.

Section IV – Physician Information

- 7 Check this box *only* if you are the Physician of Record.
- 8 Print, type, or stamp physician/provider name and address.
- 9 Physician/provider signature, BWC provider number and date of this report are mandatory.

Section V – MCO/SI Employer Decision

- If completed by Self-Insuring Employer refer to **SI Employer** section.
- If the C-9 is not faxed or mailed back to the submitting physician within three business days of receipt or within five business days of receipt of the C-9-A, a request for additional information, the authorization for service shall be deemed granted subject to BWC policy excluding retroactive requests.
- Section V: Claim Inactive (further investigation required) The MCO cannot make a decision on this C-9 request. Further investigation is required and a decision will be issued in writing by BWC within 28 days. The MCO will notify the Provider of the BWC decision.
- An MCO can only use the disclaimer box on the C-9, or any other physician generated service request, when the claim or the condition for which the service is being requested, is not yet in an allowed status. Disclaimers shall not be used when authorizing treatment for allowed claims and conditions that are within the statute of limitation.
- Disputes to the decision may be filed in writing to the MCO within 14 days of receipt of written notice of an MCO determination.



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www.ohiobwc.com



Physician's Request for Medical Service or Recommendation for Additional Conditions for Industrial Injury or Occupational Disease

FAX NOTE:

To	From
Toll-free phone number	Phone number
Toll-free fax number	Fax number

• Instructions for completing C-9 on reverse side.

I. IW	① Injured worker name	Claim number	SSN if claim number unknown	Date of injury / /
	Injured worker address		Telephone number	

II. Requested Services	② Treating diagnosis ICD-9 code(s)	③ Date service begins / /	Date service ends / /	Date of last exam or treatment / /
	④ Requested Services	Frequency		Duration
	1.			
	2.			
	3.			

III. Additional Conditions	If you are recommending additional conditions to the claim, supporting documentation is required.	
	⑤ Provide diagnosis and ICD-9 code(s), and location and site for conditions you are requesting.	
⑥ In your opinion, based on the history from the injured worker, your clinical evaluation and expertise, is the diagnosis or condition causally related, either directly or proximately, to the alleged industrial accident or exposure? <input type="checkbox"/> Yes, please explain <input type="checkbox"/> No, please explain		

IV. Physician Info.	⑦ CHECK <input type="checkbox"/> if Physician of Record	
	I certify that the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment, or both.	
	⑧ Physician/provider name and address (please print, type, or stamp)	⑨ Physician/provider/authorized signature (mandatory)
	BWC Provider number (mandatory)	Date (M/D/Y) (mandatory)

V. MCO/SI Employer Decision	MCO If this page is not faxed or mailed back to the submitting physician within three business days of receipt or within five business days of receipt of information requested on the C-9-A, the authorization for treatment shall be deemed granted subject to BWC policy, excluding retroactive requests.		
	<input type="checkbox"/> Approved	Date service begins ____ / ____ / ____	Date service ends ____ / ____ / ____
	<input type="checkbox"/> Amended approval _____		
	<input type="checkbox"/> Denied Explanation: _____		
	<input type="checkbox"/> Pending: The documentation requested must be submitted to the MCO case manager within 10 business days to allow for a treatment decision. Failure to respond may result in denial.	<input type="checkbox"/> Dismissed (Claim inactive - no supporting evidence): The issue will be reconsidered upon resubmission of C-9 with current supporting medical evidence. This dismissal cannot be appealed.	<input type="checkbox"/> Claim Inactive (MCO cannot make a decision on this request, further investigation required): A decision will be issued in writing by BWC within 28 days.
BWC claim status: <input type="checkbox"/> Allowed <input type="checkbox"/> Denied <input type="checkbox"/> Pending		List allowed ICD-9-code(s)	
<input type="checkbox"/> DISCLAIMER - This medical payment authorization is based upon a claim or additional condition that is currently being adjudicated by BWC/IC as of the date of the MCO's signature. If the claim or additional condition is ultimately disallowed, the services/supplies to which this medical payment authorization applies may not be covered by BWC and may be the responsibility of the injured worker.			

V. MCO/SI Employer Decision	MCO company/SI Employer name (please print, type or stamp)	MCO name and signature (print, type or stamp and sign)	
		MCO number	Telephone number () / /

SI Employer	Self-insuring employer use only Fax or mail this page to the submitting physician within 10 days of receipt or the authorization for treatment shall be deemed granted per OAC 4123-19-03 (K) (5).	
	Self-insuring employer signature	Date / /

Transitional Work Problem/Resolution Form

Date:

Name of Person Filing the Complaint:

Department of Employment:

Supervisor Name:

Job Title:

.....

Describe Complaint in Detail:

.....

Name of Person Taking Complaint:

Job Title:

Action Taken Toward Resolution:

Transitional Work Resolution Form

Date Resolved:

Resolved by Whom:

Additional Comments:

Transitional Work Policy and Procedure Manual

Letters:

- Letters
 - Employee Offer of Transitional Duty Letter

 - Physician of Record Request for Transitional Duty/Therapy at the Worksite

- Participation Agreement for Temporary Transitional Work

- Task Progression Plan (Sample template for transitional duty tasks)

[Click here and type return address]

This Letter Is Used to Offer a Temporary Work Assignment to An Injured Employee Unable to Return to Full-Duty

March 20, 2006

[Click here and type recipient's address]

Dear (Employee Name):

We hope that your recovery from your work-related injury is continuing satisfactorily and would like to take this opportunity to welcome you back to work under (Employer's Name) Transitional Work Program. The TWP allows an employee recovering from an on the job injury to return to work in an assignment which takes into account any specific limitations or restrictions your physician may place upon you. While participating in the program, you will be paid at your current hourly rate. This type of program normally has employees returning to their place of employment as productive members of the work force quicker than if they were to wait to return until they were "totally recovered".

Please be advised that your attending physician, Dr. (insert name), has released you to participate in the TWP (see attached Job Analysis Form.) Since your physician has released you to participate in the TWP, we are including a "Participation Agreement for Temporary Transitional Work Program." Please indicate your intent to accept a TWP assignment by checking the appropriate line and sign and date the form. You must contact me no later than seven (7) days from the date of this letter to schedule a time we can discuss your TWP assignment in greater detail. Failure to contact me within seven (7) days will be determined as a refusal of the TWP assignment. You should be aware that refusing to accept available work within your physician's medical restrictions may affect your compensation benefits through the Ohio Bureau of Workers' Compensation.

Should you accept this offer of the TWP assignment, we would like you to report to work on (insert day, month, date and year) at (insert time a.m./p/m). You will be scheduled (insert # of hours) hours per week and your physical job duties will be within the limitations and restrictions established by Dr. (insert name.) Please report to your immediate supervisor when reporting to work.

The duties outlined on the attached sample reflect your physical capabilities as noted by Dr. (insert name.).

Again, we welcome you back to work. Should you have any questions before you return to work, please contact me at (xxx) xxx-xxxx.

Sincerely,

[Click here and type your name]

[Click here and type job title]

Enclosures: Job Analysis
 Participation Agreement for Temporary Transitional Work Program
 Temporary Work Position

cc: (insert MCO), (insert TPA)

THIS LETTER IS USED TO COMMUNICATE TO A PHYSICIAN OF RECORD THAT A TEMPORARY WORK ASSIGNMENT IS AVAILABLE

March 20, 2006

[Click [here](#) and type recipient's address]

Dear (Dr. Name):

(Employer's Name) is committed to returning employees to work as soon as possible after a work-related injury or illness.

According to our records, (Employee Name) has been under your care for a work related injury that occurred on (date of injury).

Please be advised that we do have job duties available for personnel with restrictions and can design a transitional duty work assignment, based on your identified physical limitations. Additionally, while participating in this program our employees will receive full salary. Our goal is to work with you and our patient so that he/she is capable of returning to full duty without restrictions. In the meantime, we are able to assign our employee to a transitional work assignment.

In an effort to ensure that our employee returns to work in a safe and healthful manner, we would like to provide (IW Name) with assistance in monitoring her transitional duty assignment by a trained professional. (Employer's Name) would like to provide transitional work therapy at the worksite by a licensed Physical/Occupational Therapist. Workers Choice Health Services has been assigned to support our transitional work program. Workers Choice Health Services will monitor the employee's progress and assist us in designing work tasks that are meaningful and productive and ensure they are safely within his/her restrictions. A WCHS Physical//Occupational Therapist will typically come to the worksite 2 to 3 times per week and will provide you with biweekly progress notes on the employees tasks and progress. This is not an out of pocket cost to the employee or (Employer's Name) and is a covered service by BWC as Transitional Work Therapy (W0637). It has been our experience, and we are sure you will agree, that it is in the best interest of the employee, both physically and psychologically, to remain active and productive within the limitations of the injury.

Please complete the attached MEDCO 14 to provide the physical limitations for transitional duty as well as the attached C-9 authorizing Transitional Work Therapy and return to my attention within seven (5) days so that a temporary work accommodation can be designed within your current recommendations and restrictions for the employee. I have enclosed a completed job analysis of his/her duties, which includes the essential functions of the job. Please feel free to provide any special instructions and contact me at (xxx) xxx-xxxx, if you have any questions.

Sincerely,

[Click [here](#) and type your name]

[Click [here](#) and type job title]

Fax Number:

Enclosures: Job Analysis, MEDCO 14, C-9

cc: (insert Workers' Compensation Representative Name)

**TEMPORARY TRANSITIONAL WORK PROGRAM
PARTICIPATION AGREEMENT**

In accordance with the restrictions and limitations provided by your attending physician, and because your physician has released you to participate in (*employer's name*) Transitional Work Program, you are being offered a temporary assignment under the TWP that will include the duties detailed on the attached *Transitional Work Advancement Plan*.

This agreement shall be in effect until such time as your physician feels you are capable of resuming your regular work, and for a period not to exceed 12 weeks from the date of this agreement. It is recognized that program participation beyond 12 weeks may be necessary as determined by your treating physician.

TWP Shift: _____ **TWP pay rate:** \$ _____ per hour ___ per week

Initial on the appropriate line to accept or decline participation in the program:

_____ I ACCEPT THESE TEMPORARY WORK ASSIGNMENTS

_____ I CHOOSE NOT TO ACCEPT THESE WORK ASSIGNMENTS - I
acknowledge that this refusal may result in the termination of my compensation benefits through the OHIO Bureau of Workers Compensation.

Employee's Signature

Date

Employer's Signature

Date

Note: the intent of this agreement is to be a guideline for the Transitional Work Program.

Transitional Work Policy and Procedure Manual

Education and Training:

- Employee Verification of Receipt of TW Training
- Transitional Work Training Agenda
- Typical Questions and Answers Related to Transitional Work
- Supervisor Training PowerPoint Presentation
- Employee Training Handouts

MAHONING VALLEY SANITARY DISTRICT

Verification of Employee Training - *Transitional Work Program*

Please read the following statement, and sign below. This document will be placed in your personnel file and you will receive a copy.

I have received and read a copy of my company's Transitional Work guidelines. I was given the opportunity to discuss the program and ask questions regarding the program with the Operations Manager. I understand the policies within the Transitional Work Policy and Procedures manual detail return to work standards and procedures in the event of a work place accident, injury, or illness. I also understand the policies and benefits described in it are subject to change with notice to all employees.

DATE: _____

EMPLOYEE PRINTED NAME : _____

EMPLOYEE SIGNATURE: _____

JOB TITLE: _____



**WORKERS CHOICE
HEALTH SERVICES INC.**

MAHONING VALLEY SANITARY DISTRICT

TRANSITIONAL WORK PROGRAM- EMPLOYEE MEETING AGENDA

*TRANSITIONAL WORK: IS A RETURN TO WORK PROGRAM THAT ALLOWS AN EMPLOYEE
INJURED AT WORK TO SAFELY RETURN TO WORK, TO RECOVER WHILE WORKING, AND USE
WORK ACTIVITY AS THERAPY*

1. **TRANSITIONAL WORK - DEFINED**
2. **WHY MVSD IS OFFERING THIS BENEFIT TO ITS EMPLOYEES**
3. **PROGRAM ELIGIBILITY**
4. **PARTICIPATION IN A TRANSITIONAL WORK PROGRAM**
5. **HOW WILL THE PROGRAM HELP YOU RETURN TO YOUR FULL DUTY
JOB**
6. **REPORTING AN INJURY AT WORK**

QUESTIONS WELCOME!



**WORKERS CHOICE
HEALTH SERVICES INC.**

TRANSITIONAL WORK PROGRAM “Talking Points”

What is a Transitional Work Program?

It is a return to work program that permits the injured worker to return to work safely, recover at work while completing productive tasks, and uses work activity as therapy

Who is eligible for Transitional Work?

Any employee who is injured on the job and is released back to work with temporary restrictions by their treating physician

How long does a Transitional Work Program last?

The program can last up to twelve weeks as long as the injured worker makes continuous improvement

What kind of work is done in a Transitional Work Program?

The injured employee will do as many tasks of their original job as they can depending on their physical restrictions, and then they will be given other temporary work tasks that are within their doctor's restrictions

How is a Transitional Duty employee paid?

An injured worker participating in a Transitional Work program will be paid 100% of their wages while in the program

Why does an injured employee need to seek medical treatment at the Occupational Medicine provider following an injury at work?

Because that Center is staffed by Occupational Medicine physicians > doctors who are specialists in treating work place injury, who know about the Worker's Compensation process for filing an injury claim, and who understand Transitional Work programs.

How can an injured employee receive physical therapy services at work?

Physical Therapy services can be provided at the work place by a licensed Physical Therapist if the injured employee's doctor prescribes the treatment.

**TRANSITIONAL WORK
PROGRAM**

**MAHONING VALLEY SANITARY
DISTRICT**

Supervisor Education Meeting

What is Transitional Work?

- Transitional Work is the interim step in the physical recovery of an employee who suffers a work-related injury or illness.
- Transitional work uses job tasks or a combination of tasks that an individual with work restrictions may safely perform.
- Transitional programs emphasize real work activities as the principal means in the workers' physical recovery and structure a productive, compensated return to full-duty.

Development of the MVSD Transitional Work Program:*

- **BWC Grant – terms and guidelines**
- **Policy and Procedure Manual**
- **Community Resources - Occupational Medicine Provider, On site Therapy Provider, Vocational Case Manager – to ensure continuity of treatment**
- **Job Analyses-Identify and define the physical demands of a job**
- **Staff Training-Everyone benefits when program is understood**
- **Program Evaluation Tools-Ensure the program is successful**

**Program Designed Meets State Guidelines for Transitional Work.*

Goals/Benefits of Transitional Work

Employer

- Retains trained and experienced workers
- Reduces cost associated with loss of production
- Promotes employee morale

Employee

- Recovers more quickly
- Experiences a smoother transition back to regular duty
- Receives 100% of their wage

Transitional Work Program Guidelines

- Restrictions must be ***temporary***
- Transitional work assignments are ***temporary***.
- Employees will be paid 100% of their full hourly wage.
- Transitional duty may continue for up to 12 weeks.
- Transitional work assignments may not exceed 40 hours per week.

Transitional Work Program Eligibility

Entry Criteria

- ❖ Employee's work-related injury or illness prevents him/her from performing all of the essential functions of their original job
- ❖ Employee's physician of record has identified temporary restrictions
- ❖ Employee has agreed to participate
- ❖ Transitional duty assignment is within the work restrictions provided by the Physician of Record

Exit Criteria

- ❖ Employee achieves transitional work goals and can perform essential functions of the job
- ❖ Employee has reached the 12 week milestone
- ❖ Physician of record has released employee for full-duty activities

On-Site Therapy in Transitional Duty

A Physical or Occupational Therapist may aid the employee in the transitional work plan as ordered by the treating Physician

The on site therapist may/ will:

- Assist employer/employee in identifying transitional duties within the restrictions set by the physician.
- Perform an initial evaluation of the employee to match tasks with restrictions.
- Communicate program goals/objectives to physician, employer, employee.
- Reviews progress of the plan at the work-site

SUPERVISOR Responsibilities:

- Ensure employee seeks medical treatment, if necessary, from **Forum Health-WorkMed**, another Occupational Medicine provider or BWC Certified provider
- Ensure the employee completes an *Employee Report of Incident and Injury Form* and *FROI-1* immediately following the injury.
- Investigate the injury and complete an *Industrial Injury Fact Sheet*.
- Identify any witnesses to the accident and ensure the witness completes the *Statement of Witness Form*.
- Forward all reports to the Transitional Work Coordinator immediately following the injury.

Once the employee has been released to return to work with restrictions:

- Review the physical restrictions with the employee.
- Collaborate with the Transitional Work Coordinator (and On-Site Therapist) to develop a transitional duty plan.
- Monitor the employee's progress.
- Communicate goals and objectives to fellow department employees to ensure cooperation.
- Always work within the restrictions of the physician.

Questions?

Property of Workers Choice Health Services, Inc

EMPLOYEE

TRAINING

INFORMATION



WORKERS CHOICE
HEALTH SERVICES INC.

MAHONING VALLEY SANITARY DISTRICT

TRANSITIONAL WORK PROGRAM – EMPLOYEE EDUCATION

1. **MVSD's Transitional Work program goal:** *to ensure the fair opportunity for MVSD's injured workers to return to productive work assignments in a timely manner, while encouraging their ongoing healing process.*
2. **Benefits of program:** *reduced recovery time, full wages continue to be paid, smoother, safer return to work, skilled employee retained, reduced claim expenses.*
3. **Eligibility and access to program:** *Transitional Work program available to all MVSD employees; participation permitted only with treating physician's approval; program length varies per individual injury but rarely exceeds 12 weeks; injured employee must demonstrate progress to remain in program; all employees strongly encouraged to seek post injury medical treatment from Forum Health-WorkMed, but may select any BWC certified physician for treatment.*
4. **Program participation:** *injured employee returns to work with treating physician's release; MVSD will make every effort to accommodate restrictions; injured employee performs as many duties/tasks of their original job as possible, then goes to wherever MVSD has productive work tasks that meets the physician's restrictions; injured employee expected to follow all rules of employment for MVSD while in Transitional Work status; changes to an individual's Transitional Work program (extensions, frequency, etc) can only be made by the treating physician.*
5. **Program resources:** *specific information has been gathered regarding the physical requirements for completion of different MVSD jobs, ie. Assistant Chemist, Field Maintenance worker, Plant Electrician - and job analysis reports provided (on file at MVSD, WorkMed office, at MCO, BWC, and on site PT provider); an injured employee in the Transitional Work program has access to physical therapy services at the work place if their treating physician prescribes this treatment; both employer and injured employee have access to Rehab Case Management services that assist in coordination of return to work services and other BWC programs.*
6. **Return to full duty work:** *only the injured worker's treating physician can determine readiness and prescribe a release back to full duty work.*
7. **Program evaluation:** *MVSD is responsible for periodically reviewing and evaluating the use and outcomes of the company's Transitional Work program; on-going education about this employee benefit program, its procedures and resources, should be provided through staff meetings and other management meetings. Education of new MVSD employees about the company's Transitional Work program will be a part of the new employee orientation process.*

MAHONING VALLEY SANITARY DISTRICT – Transitional Work Program Guidelines

- **Transitional work assignments are temporary. They are designed to facilitate a return to regular work and are not intended to become permanent work accommodations as described under the Americans with Disabilities Act (ADA).**
- **All transitional work assignments will be coordinated in conjunction with the employee's job classification. There is no temporary or permanent change in this classification.**
- **The employee may continue in the transitional work program for up to twelve weeks, as long as the employee is making medical progress toward recovery and returning to full regular duty. Transitional work may be extended beyond 12 weeks for a short period of time only under the advice of the medical provider and the approval of Mahoning Valley Sanitary District and the Transitional Work Coordinator.**
- **Transitional work assignments should be immediately offered upon release to participate in the program by the employee's physician and when transitional work is available and in accordance with any medical restrictions noted by the treating physician or other authorized professional.**
- **The employee will be paid his/her full wages while participating in the transitional work program. The employee's eligibility for any pay increase while on a transitional work assignment will be the same as for any employee performing his/her regular job duties in the same position.**
- **Employee absences from work during transitional work assignment for reasons unrelated to a workplace illness or injury will be handled in accordance with the personnel policies of Mahoning Valley Sanitary District.**
- **To participate in this program, the employee's restrictions must be temporary and not permanent. Any employee, who sustains a work-related injury or illnesses and cannot return to their regular duty, as documented by their Physician of Record, may participate in the Transitional Work Program. If restrictions become permanent, the situation will be reviewed by management to determine Mahoning Valley Sanitary District ability to accommodate the restrictions.**
- **Transitional work assignments should be evaluated by the /Supervisor and the Transitional Work Coordinator routinely (every two weeks where possible) and re-addressed with the employee's physician of record.**
- **Select use of on-site therapy will be utilized where possible in an effort to assist the employee with remain at work / return to work goals. On-site services will be approved and coordinated with the employee's attending physician throughout participation in the TW program.**

IMPORTANT INFORMATION – PLEASE READ:

IF YOU ARE INJURED AT WORK YOU SHOULD BE TREATED
BY AN OCCUPATIONAL MEDICINE DOCTOR -

HERE'S HOW YOU WILL BENEFIT:

- An Occupational Medicine Doctor is a “work place” injury specialist
- An Occupational Medicine Doctor only treats people that have been injured at work
- An Occupational Medicine Doctor knows the Worker’s Compensation system ~ your medical treatment and compensation will be processed and approved faster and accurately
- Your medical treatment will be focused on your safe recovery and preparing you to return to full duty at your job

*MVSD has selected **Forum Health-WorkMed** as the preferred Occupational Medicine provider for work injury treatment. Please contact Anthony Vigorito or your department manager for additional information.*

Transitional Work Policy and Procedure Manual

Program Evaluation:

- Post Transitional Return to Work Satisfaction Questionnaire
 - Employee Form
 - Supervisor Form

- Program Evaluation Log (Monitor transitional duty progress and outcomes)

TRANSITIONAL WORK PROGRAM EVALUATION

THIS SURVEY IS DESIGNED TO OBTAIN FEEDBACK REGARDING YOUR EXPERIENCE WITH THE TRANSITIONAL WORK PROGRAM. PLEASE COMPLETE THIS FORM IF YOU HAVE PARTICIPATED IN A TRANSITIONAL DUTY JOB. CIRCLE THE ONE THAT BEST DESCRIBES YOUR TRANSITIONAL WORK EXPERIENCE.

INJURED WORKER

1. MY TRANSITIONAL DUTY ASSIGNMENT INVOLVED MEANINGFUL WORK NECESSARY TO CONTRIBUTE TO THE OVERALL OPERATIONS OF MY EMPLOYER.

STRONGLY AGREE AGREE UNDECIDED DISAGREE STRONGLY DISAGREE

2. THE REQUIRED FUNCTIONS OF MY TRANSITIONAL DUTY JOB DID NOT EXCEED THE RESTRICTIONS LAID OUT BY MY PHYSICIAN.

STRONGLY AGREE AGREE UNDECIDED DISAGREE STRONGLY DISAGREE

3. I WAS TREATED FAIRLY AND WITH DIGNITY IN THE ASSIGNMENT OF AND THROUGHOUT THE COURSE OF PERFORMING MY TRANSITIONAL DUTY ASSIGNMENT.

STRONGLY AGREE AGREE UNDECIDED DISAGREE STRONGLY DISAGREE

4. MY TRANSITIONAL DUTY ASSIGNMENT WAS HELPFUL IN ASSISTING ME TO RETURN TO FULL DUTY ACTIVITIES.

STRONGLY AGREE AGREE UNDECIDED DISAGREE STRONGLY DISAGREE

5. OVERALL, THIS PROGRAM WAS A VALUABLE STEP IN MY RECOVERY TO FULL ACTIVITIES.

STRONGLY AGREE AGREE UNDECIDED DISAGREE STRONGLY DISAGREE

COMMENTS: _____

TRANSITIONAL WORK PROGRAM EVALUATION

THIS SURVEY IS DESIGNED TO OBTAIN FEEDBACK REGARDING YOUR EXPERIENCE WITH THE TRANSITIONAL WORK PROGRAM. PLEASE COMPLETE THIS FORM IF YOU HAVE SUPERVISED A PARTICIPANT WORKING TEMPORARY TRANSITIONAL DUTY. CIRCLE THE ONE THAT BEST DESCRIBES YOUR TRANSITIONAL WORK EXPERIENCE.

SUPERVISOR

1. WAS THE EMPLOYEE ENGAGED IN MEANINGFUL WORK CONTRIBUTING TO DAY TO DAY OPERATIONS.

YES NO

2. THE EMPLOYEE OPERATED WITHIN HIS/HER RESTRICTION GIVEN BY HIS/HER PHYSICIAN OF RECORD.

YES NO

3. THE PROGRAM DID NOT EXCEED 12 WEEKS.

YES NO

4. THE EMPLOYEE TRANSITIONED BACK TO HIS/HER REGULAR JOB DUTIES.

YES NO

IF NO: (CHECK THE BOX THAT APPLIES)

- IW'S PHYSICIAN DISCONTINUED PROGRAM
- IW CHOSE TO DISCONTINUE PROGRAM
- IW WAS TRANSFERRED TO ANOTHER PERMANENT POSITION
- OTHER (PLEASE DESCRIBE)

5. THE TRANSITIONAL WORK ASSIGNMENT WAS A VALUABLE TOOL IN RETURNING THE INJURED WORKER TO FULL DUTY ACTIVITIES.

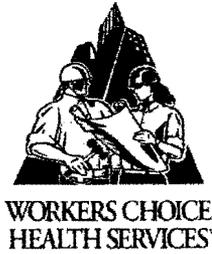
YES NO

COMMENTS: _____

Transitional Work Policy and Procedure Manual

Transitional Work Therapy and Vocational Rehab Programs:

- **Circumstances in Which Therapy at the Work-Site and Vocational Case Management May be Appropriate**
- **On-Site/Transitional Work Therapy Frequently Asked Questions**
- **Letter to Physician of Record Requesting On-Site/Transitional Work Therapy**
- **Recognizing Opportunities/Need for Vocational Rehabilitation Services**



Transitional Work Therapy (TWT) & On-Site Physical/Occupational Therapy

Frequently Asked Questions

What is Transitional Work Therapy?

Transitional Work Therapy is an Ohio BWC recognized treatment (W0637) which allows an injured worker to receive necessary treatment or recommended therapy services at the work-site as part of a structured, time and task oriented return to work program. The program is aimed at transitioning a worker with physical limitations back to the original job tasks within a specific time period.

When is Transitional Work Therapy Appropriate?

Transitional Work Therapy is physician prescribed and MCO approved. It is most beneficial when the...
Injured Worker ...

- Has a job to return to,
- Needs physical/occupational therapy and/or has restrictions and
- Can safely tolerate job specific work progression

Employer can...

- Accommodate the therapy at the worksite and the injured workers restrictions, through modified or alternative duties and
- Allow for job-task progression.

How is Transitional Work Therapy Different from Modified Duty or Light Duty?

Transitional Work Therapy uses *real work tasks* that are productive for the employer and within the injured workers current functional capabilities.

The injured worker is evaluated at the job site by a physical or occupational therapist and recommendations are given to the treating physician, Managed Care Organization and employer for appropriate return to work services.

The injured worker is progressed using time and task oriented job duties in combination with any other beneficial therapeutic intervention, to include stretching, strengthening exercises or modalities, i.e. ice, heat, mobilization.

The treating therapist has regular contact with human resources, safety director and supervisors to discuss the injured workers progress, job duties, and any other issues that relate to returning to full duty.

The more accommodating the employer is, the earlier an injured worker can be brought back to the work-site thus reducing the costs of the claim.

What are the Benefits of Transitional Work Therapy?

Employer Benefits Include:

- Participates in the return to work process.
- Reduces the overall cost of the claim by positively impacting reserve cost.



Physician's Guide to Transitional Work Therapy (TWT) & On-Site Physical/Occupational Therapy

Transitional Work Therapy

Transitional Work Therapy, (TWT) is an Ohio BWC recognized therapy service (W0637) which allows an injured worker to receive therapeutic treatment along with recommended job duty progression at the work-site as part of a structured, time and task oriented return to work program. The program is aimed at transitioning a worker with physical limitations back to the original or targeted job within a specific time period. The service must be ordered by the Physician of Record and approved by the Managed Care Organization. TWT is delivered by a licensed Occupational Therapist (OT) or Physical Therapist (PT) and generally provided 2 to 3 times per week in one to two hour timeframe per visit until an employee is able to return to full-duty status.

TWT Reporting Includes:

- Evaluation/Assessment of injured workers current functional status and full-duty job
- Biweekly progress notes to the Physician of Record and MCO
- Communication of tasks with employer, injured worker, POR and MCO
- Monitoring/Progressing injured workers tasks to ensure a safe, timely return to full duty

Transitional Work Therapy Is Appropriate When:

Injured Worker ...

- Has a job to return to,
- Needs physical/occupational therapy and/or has restrictions and
- Can safely tolerate job specific work progression

Employer can...

- Accommodate the therapy at the worksite and the injured workers restrictions, through modified or alternative duties and
- Allow for job-task progression.

On-Site Physical/Occupational Therapy:

On-Site Physical/Occupational Therapy is an Ohio BWC approved service (Using CPT codes) that allows the employee to have their therapy services that may normally occur at a clinic setting to occur at the worksite. The licensed physical/occupational therapists brings treatment regimen to the injured employee at the work-site. It is an interim step in the recovery of the injured worker within the overall Transitional Work Program and may include progressive conditioning, therapeutic exercise, training in safe work practices and proper body mechanics. This service is Physician of Record ordered and approved by the Managed Care Organization.

Ordering Transitional Work Therapy and/or On-Site Physical/Occupational Therapy:

To make a referral to one of the state-wide Physical Therapists at Workers Choice Health Services, send: **Completed C-9 and Updated MedCo 14** to Laura Hamm/Referral Coordinator via fax to 1-866-381-2758.

The MCO, Injured Employee, and Employer will be contacted within 24 hours by Workers Choice Health Services to initiate services.

**Workers Choice Health Services, 6089 Frantz Rd.#102, Dublin, OH 43017
1-888-907-COMP; 1-866-381-2758 Fax**

- Receives first-hand information from the treating therapist.
- Improves productivity.
- Retains skilled employees.
- Communicates concerns, ideas and issues to a trained professional that can effectively address their needs, (as opposed to asking for help or waiting for someone to visit the work-site to identify a problem).

Injured Worker Benefits Include:

- Eliminates lost wages as a result of missing time from work.
- Reduces fear of re-injury.
- Provides an objective look at the injury and recovery.
- Protects the injured workers long-term employability.

Treating Physician Benefits Include:

- Receives useful information related to the injured workers capabilities based on their job, NOT their diagnosis or clinical presentation.
- Instills confidence that the injured worker is in a monitored/safe environment, despite being injured and on restricted duty status.
- Releases the injured worker to full duty much more quickly and exceeds the established practice standards thus improving treatment outcomes.

What is On-Site Physical/Occupational Therapy?

Ohio BWC approved services that allow the employee to have their therapy services that may normally occur at a clinic setting to occur at the worksite. The licensed physical/occupational therapists brings treatment regimen to the injured employee at the work-site.

Is There a Cost To Participate in Transitional Work/On-Site Therapy Services?

There are *no* out of pocket or upfront costs to an employer or injured worker who has an allowed Ohio BWC Claim Number. The therapy costs that are incurred during Transitional Work Therapy or On-Site Physical/Occupational Therapy are charged to the BWC as part of treatment to the allowed claim.

The only difference between therapy in a clinic and therapy at the work-site is that the injured worker would receive treatment at the work-site keeping him/her involved with their job, co-workers and employer. Treatment time and costs are lower than that of traditional clinic therapy.

How Do I Initiate Transitional Work/On-Site Therapy at My Workplace?

Contact Workers' Choice Health Services Director of Business Development, Marissa Michaels
1-888-907-COMP ext. 110 for more information or mmich@workerschoice.com.

IW Name:
Claim:
DOI:

Dear Dr. _____:

Employer Name offers on-site therapy services and transitional work to their employees who have sustained work-related injuries or occupational illnesses. The purpose of the program is to offer temporary work assignments within the company-at full pay for the hours worked-until the worker is able to return to his/her regular job duties. It is being offered to protect the employability of employees by allowing them to return to work as soon as possible following an injury. Restrictions will be accommodated as needed and therapy will be provided at the work site. Your assistance is essential to the success of the program and to the recovery of the injured worker.

Employer Name has chosen MCO Name and a qualified, licensed physical therapist to partner with your office to ensure a safe and timely return to work for their employee.

Please complete the following:

1. The Transitional Duty-**Attending Physician Statement Medco 14:** (or equivalent RTW Release):
The company and/or a licensed therapist will use the physical restrictions you recommend to develop temporary job duties, which your patient can perform without exceeding the medical restrictions. These duties will assist your patient in building strength and endurance to return to his/her original duties. We would be happy to send you a list of temporary duties after we have received direction from you. The therapist will also be on site for a portion of your patient's workweek to intervene with appropriate therapeutic modalities as needed.
2. The Standard Prescription for this program and **C-9** stating "**transitional work/on-site therapy**":
This prescription will allow the injured worker to receive occupational and/or physical therapy at the job site to assist with a safe and timely return to work. Progressions, as noted below, refer to progressing the injured worker's job tasks towards regular duty.

Please check the appropriate box, sign and return.

Patient/Employee may return to restricted duty, within a Transitional Work Program, and begin job task progressions towards full duty status.

_____ Date of Return

_____ Frequency of Services

_____ Duration of Services

Patient/Employee has restricted abilities and will not be able to return to full duty. I estimate _____ days for full recovery.

Patient/Employee may not return to restricted duty work at this time due to the following factors:
• 1.
• 2.
• Patient/Employee may be able to return to restricted duty work on _____
(date). Contact me just prior to this date.

Physician Signature

Date

Physician's Name (PLEASE PRINT)

******Forms should be faxed with the C-9 requesting TWP and an updated MedCo 14 (or similar form) showing the employees current abilities to MCO Name at MCO Fax Number.**

**RECOGNIZING
OPPORTUNITIES/NEED
FOR
VOCATIONAL REHABILITATION
SERVICES**

BWC SUGGESTED GUIDELINES (TO MCO) FOR USE OF VOCATIONAL REHABILITATION (VR) CASE MANAGEMENT SERVICES

A VR Case Manager should be considered in a Transitional Work Program when:

- ⇒ The injured worker is off work over 12 weeks.
- ⇒ There are frequent call-offs by the injured worker related to the injury.
- ⇒ The injured worker, employer or physician requests the services of a voc case manager.
- ⇒ The employer has a questionable compliance record with the Transitional Work program.
- ⇒ There has been a history of treatment delays in the claim.
- ⇒ The injured worker has multiple claims.
- ⇒ The worker has RTW, but is not progressing physically and/or advancing job tasks.
- ⇒ There is a history of HR issues with the injured worker.
- ⇒ It is the injured worker's second attempt at RTW.
- ⇒ These are the first workers through transitional work program.
- ⇒ The injury is so severe and/or the original job demands are so high, that it is unclear if the worker will be able to return to their original job.
- ⇒ The worker has RTW, but has not returned to their original job within the transitional work policy timeframe.
- ⇒ The physician is concerned that employer does not have medical/vocational expertise to assign safe productive job tasks.
- ⇒ If there is a lack of physician involvement in the RTW efforts.
- ⇒ If it is 30 days past optimal RTW date and the injured worker is still out.
- ⇒ If the physician does not progressively lift restrictions.
- ⇒ If an employee's injury is keeping him/her from returning to all their original job tasks.
- ⇒ If the worker is returning in a gradual return to work program.

REMAIN AT WORK (RAW) PROGRAMS

Intent is to keep injured worker at work; prevent medical only claims from becoming lost Time(LT) claims

- *medical only (MO) claim status*
- *New or old claim*
- *Allowed conditions impacting ability to do job*
- *Service agreement between MCO & Employer*
- *On site therapy not required for all RAW*
- *VR Case Mgmt not required for all RAW*

Scenario:

Press operator strains knee; POR releases to RTW with restrictions after 3 days off; employer accommodates; employee prescribed off site PT at POR clinic; POR refuses to consider on site PT; employer notices increase in pain symptoms/complaints from employee and absence from or leaving work early due to same.

GRADUAL RETURN TO WORK (GRTW) PROGRAMS

Intent is to gradually reintroduce injured employee to performing all essential tasks of original job

- *Could be used in MO claims; most common in lost time (LT) claims*
- *only LT claims eligible for VR case mgmt/ VR plan services and employer reimbursement*
- *no established transitional work program*
- *PT not always part of GRTW*

Scenario:

Press operator tears rotator cuff; off work eight weeks post surgery with clinic based PT; POR willing to release to restricted hour duty with functional restrictions; PT services to be continued at clinic; employer willing to accommodate, but no modified duty experience.

JOB RETENTION PROGRAMS

Intent is to assist an injured employee who has returned to work but continues to experience difficulty performing work tasks secondary to the medical conditions allowed in the claim, to stay at work and receive restorative services at the work place; requires a specific process for referral and eligibility

- LT claim status only
- Allowed conditions impacting ability to do job
- Does not require employer to have established TW program
- Does not require PT to be performed at work site
- May include employer incentive
- Only mechanism to have VR case mgr involved in an individual TW program

WHY SUGGEST THE USE OF VOCATIONAL REHABILITATION PROGRAMS/FIELD CASE MANAGEMENT :

- **Assists with coordination of services beyond the scope of physical therapy/therapist (PT) that will benefit the employer**
- **Facilitates a comprehensive return to work (RTW) focus for “at risk” cases**
- **Facilitates employer and employee’s access to all BWC programs designed to assist in RTW**
- **In majority of cases, reduces employer risk and premium expenses**

APPENDIX I

DRUG-FREE WORKPLACE POLICY

OF

THE MAHONING VALLEY SANITARY DISTRICT

The parties are committed to programs that promote safety in the workplace and employee health and well being. In compliance with Ohio Bureau of Workers Compensation recommendations, we are implementing this Drug Free Workplace Program. Your personal protection, the protection of other employees, and the public safety are very important to all of us. The prohibited use of drugs and alcohol is against Company policy as outlined herein. These policy provisions have been established to cover those instances where employees do not acknowledge, report, and seek help in resolving their drug problems; or where they engage in prohibited conduct while on Company business or premises. The Company will pay all testing costs associated with this program, except for re-tests.

I. STATEMENT OF POLICY

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated.

The Mahoning Valley Sanitary District, (the "Company") will not condone and will not tolerate any of the following workplace related behaviors by its employees:

- a. The use of illegal drugs;
- b. The use of alcohol;
- c. The sale, purchase, manufacture, transfer, use or possession of any illicit drugs, or prescription drugs obtained without a prescription;
- d. The employee's presence at work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance or safety may be affected.

The purpose of this policy is to promote safety. Any employee or applicant whose position requires testing for specific drugs or alcohol, based on established thresholds, under any law, regulation, or policy; who violates this Drug Free Workplace Policy (the "Policy"), may be subject to discipline, up to and including termination of employment. The implementation of discipline or of sanctions shall be at the sole discretion of the Company in compliance with applicable discipline policy, the collective bargaining agreement and state and federal law. Employees whose jobs are subject to special laws or regulations may be subject to additional requirements for substance use testing.

The Company will appoint a Designated Employer Representative (DER) for the Drug-Free Workplace Program. This individual may authorize other employees to receive drug and alcohol test results. All communications regarding the program must be done through the identified individual(s). Confidentiality will be maintained with no information being made available to anyone without a legitimate need to know.

Those persons affected by and subject to this policy, (referred to as "employees" in this policy) include: all regular, full-time, part-time, or temporary employees; all Directors, officers and managers; all sub-contractors, while performing work for the Company, on or off of Company premises or job sites; and individuals seeking employment, where applicable.

All employees will be provided with a copy of the Company's Drug Free Workplace Policy, the Acknowledgment of Receipt, and the Consent and Release Form. A Company representative will address the employee's questions and concerns regarding the Policy and the Consent, and obtain the employee's signature on both the Acknowledgment of Receipt and the Consent and Release forms.

II. FREQUENCIES AND PATTERNS UNDER WHICH AN EMPLOYEE MAY BE TESTED

The company and the union agree that all drug and alcohol testing situations will include reporting at the designated testing location upon notification (within 2 hours if an off-site collection facility is used), providing the required specimen(s) within 2 hours, and full compliance with this policy and the procedures utilized by collections personnel and facilities. All employees are responsible for obtaining and providing a "Fitness for Duty" release to the Company, prior to performing their regular job duties, if they are placed on any medication that may impair their normal mental or motor functioning. The employee must ask the provider to clarify and provide documentation of any restrictions regarding safety in performing their regular duties. It is not necessary to report the name of the medication or the condition being treated, only the safety issues regarding the use of the medication in the workplace. The Company may consult with the employee's care provider to determine if reassignment is indicated, and will attempt to make reasonable accommodation, but will provide a medical leave of absence in those cases where it is not possible until the employee can be declared fit for duty.

In all cases where employee safety may be an issue or where a presumed or confirmed positive result is suspected or obtained, the Company will provide or secure transportation to the testing location and/or to the employee's home. In all situations, under this policy, (where the employee is determined to be "under the influence of drugs or alcohol"), the employee will not be permitted to drive. Any attempt by the employee to drive will be reported to law enforcement for the protection of the employee and the public.

An employee's violation of this Policy will not ordinarily be reported to any law enforcement agency with the exception that all reasonable and necessary measures will

be taken to assure the safety and security of all employees and the Company. Law enforcement may be called only as required by a regulatory body or criminal statute, or in conjunction with a referral for criminal prosecution.

A. Post-Offer, Pre-Employment or .New Hire Drug Testing

Effective immediately upon implementation of this Policy, all applicants are subject to a mandatory post-employment offer, pre-employment or new hire drug test conducted by a Company approved contractor. The company may require the result of this test prior to the employee performing any services for the company, or may require that test be conducted and the results reported prior to the end of the probationary period (not to exceed 120 days). The Company will decline to extend an offer of regular employment to any applicant with a verified positive' test result to any illicit drug, or any refusal to test. Applicant may not reapply for employment with the Company for a period of six months.

B. Post-Accident Testing

An accident, for the purposes of this policy, may include but is not limited to; an unplanned, unexpected, or unintended event that occurs during the employee's workday and in relation to the company's business. In addition to personnel, it may involve personal or business property, equipment or vehicles used in the performance of the employee's job.

Effective thirty (30) days after implementation of this Policy, post-accident drug and alcohol testing will be required for individuals who may have caused, contributed to or been involved in an "on-the-job" accident meeting any of the following criteria:

- (i) an employment-related accident that causes bodily injury requiring off-site medical treatment of the employee or another person;
- (ii) a fatality results from the accident;
- (iii) an employment related accident that results in significant property damage, exceeding \$500; or
- (iv) an employment related vehicular accident that results in damage that exceeds \$1,000.

Specimen collection is to occur as soon as possible after a need has been determined, and any necessary medical attention has been rendered, in accordance with C. (i) through C. (iv) above. Every reasonable effort shall be made to assure that the total elapsed time before a drug specimen has been collected does not exceed thirty-two (32) hours. Alcohol testing will be performed within two (2) hours whenever possible, but within eight (8) hours of the employment-related incident, or will not be performed, but documentation of' the reason for non-testing is required. All employees expressly grant

unto the Designated Employer Representative, access to any and all medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include but not be limited to, a full medical report from the examining physician (s) or other healthcare providers.

Employees are subject to mandatory post-accident testing. In these cases, the refusal by the employee to allow the collection of required specimens or attempts to block the release of the results of any substance abuse tests taken, may be considered and managed the same as a positive test. A refusal to test or resulting disciplinary action will not impact an employee's ability to file a Worker's Compensation claim. Employees are specifically required to timely file a First Report of Injury (FROI) with the company for any injury related to their employment in compliance with the on-the-job injury policy.

C. Reasonable Suspicion Testing

- (i) Reasonable suspicion testing will be performed when Company management and/or supervision determine that an employee may be under the influence of an unacceptable substance (i.e. drugs and/or alcohol). This testing may be ordered at any time after this Policy has been in effect for thirty (30) days. The suspicions must be documented in writing within 24 hours of the event or prior to the release of the test findings, and will be provided to the Medical Review Officer (MRO) for consideration when reviewing the test results. Mandatory reasonable suspicion testing may be based upon, among other things:
- (ii) Observable phenomena which may include but are not limited to: direct observation of drug or alcohol use or possession; the physical symptoms of being under the influence of a drug or alcohol; the odor of alcohol or other prohibited substances;
- (iii) Abnormal patterns of behavior or erratic conduct which may include deteriorating job performance, absenteeism, tardiness, recurrent accidents, repeated violations of established safety or work rules, etc., which are not attributable to other known factors;
- (iv) Conviction of, or a plea of guilty or no contest to a drug-related offense, or an employee's identification as the focus of a criminal investigation into illegal drug possession, manufacture, use, or trafficking while on Company business or premises. The employee is responsible for notification to the Company, within five (5) working days of any drug-related conviction or plea.
- (v) Evidence that the employee has tampered with a previous drug or alcohol test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard. To prevent this all supervisors will be trained in the recognition of drug and alcohol related signs and symptoms. Testing may be requested

only by a trained supervisor with the concurrence of a second individual (preferably but not necessarily a second trained supervisor).

The first priority of the Company is to remove an employee suspected of being under the influence of a controlled substance, or alcohol from the work environment. This shall be done to prevent the employee from causing harm to himself/herself, other individuals in the workplace, or anyone else. A trained supervisor will instruct the employee under suspicion to accompany him/her to a private area that is removed from the individual employee's co-workers. Any employee removed from the job under reasonable suspicion will be paid for lost time if the results are negative. Positive test results will be handled as identified elsewhere in this policy under discipline or as part of a personal or negotiated contract.

D. Random Drug Testing

The Company will contract with a collection contractor to perform the periodic selection of employees from the employment pool to be tested. The non-Company testing entity will ensure that all employees have an equal statistical likelihood of being selected for this mandatory random testing. The Company's drug testing percentage will be at least **Fifteen percent (15%)** of the average number of employees annually.

In order to implement random drug testing, the Company will provide employee identification information to the contractor for use in the random selection database. The contractor will, in turn, furnish the Company with a list of individuals to be tested at the beginning of each selection period.

Employees will not be subjected to random testing until July 1, 2005.

E. Follow-up Testing

Effective immediately upon implementation of this policy, certain employees will be subject to follow-up testing prior to being permitted to return to work. Those employees who have previously tested positive for prohibited substances will be subject to no-notice follow-up testing at any time for a period not exceeding one (1) year from the date of return to work. A minimum of four (4) follow-up tests will be required within the first year following the negative return-to-duty test. A positive result on any of these follow-up tests will justify the employee being immediately terminated from the Company for cause if the Company so desires.

Other employees who may be subject to this mandatory testing include those individuals who have self-reported a drug abuse problem, received substance abuse treatment and are released to return to work; and those who have been off work for a medical condition for more than thirty (30) days. It may also be required before individuals, who have been temporarily reassigned, for safety reasons, may return to their regular positions.

III. THE CONTROLLED SUBSTANCES TESTING PARAMETERS

Drug Class	Screening Test Level	Confirmation Test Level	Confirmation Method
Amphetamines	1000 ng/mL	500 ng/mL	GC/MS
Barbiturates	300 ng/mL	300 ng/mL	GC/MS
Benzodiazepines	300 ng/mL	300 ng/mL	GC/MS
Cocaine metabolites	300 ng/mL	150 ng/mL	GC/MS
Marijuana metabolites	50 ng/mL	15 ng/mL	GC/MS
Methadone	300 ng/mL	300 ng/mL	GC/MS
Opiates	2000 ng/mL	2000 ng/mL	GC/MS
Phencyclidine	25 ng/mL	25 ng/mL	GC/MS
Propoxyphene	300 ng/mL	300 ng/mL	GC/MS
Methamphetamine	1000 ng/mL	500 ng/mL	GC/MS
Tricyclic Antidepressants	25 ng/mL	25ng/mL	GC/MS
MDMA (ecstasy)	300 ng/mL	300ng/mL	GC/MS

These detection thresholds have been established by the Department of Health and Human Services, (DHSS) for each of the drug groups listed above. These detection thresholds will be used uniformly in the interpretation of all drug screens and drug confirmations whether for a post-offer pre-employment or new-hire examination; random examination; post-accident examination; reasonable suspicion examination; or follow-up examination. A negative screening test, EMIT or other form of immunoassay is considered a negative test. Only DHSS certified laboratories may be utilized for drug confirmations.

Alcohol testing will be conducted by the contractor utilizing only certified equipment and/or testing methods and personnel. Breathe alcohol concentrations below 0.040 Gm/210L are negative. An alcohol concentration exceeding 0.040 Gm/210L on the screening test will require a breath alcohol confirmation test utilizing Evidential Breath Testing (EBT) equipment. A breath alcohol confirmation between 0.040 and 0.059 Gm/210L will require that the individual be off the job for at least twenty-four (24) hours from the time of the original test. An employee removed from the job under these circumstances may use vacation, sick leave personal leave or leave of absence to account for any absence. An alcohol confirmation result equal to or greater than 0.06 Gm/210L will be considered a verified positive result and will be dealt with the same as a verified positive drug test. In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than 0.06 gm% shall be considered to be a verified positive result. Note: Alcohol concentrations expressed in different terms that have equivalent meaning are acceptable alternatives.

The Company also expressly reserves the right to add or delete substances on the list set forth in this Section III. These changes may be made if in the Company's discretion,

they become warranted by the changing nature of abused substances; or if mandated by changes in existing Federal, State, or local regulations or legislation.

IV. SPECIMEN COLLECTION PROCEDURE

The drug and alcohol testing for the company shall be done only by trained collection personnel who meet quality assurance and chain-of-custody standards for urine collection procedures, alcohol testing and strict confidentiality requirements.

Any individual subject to testing under this Policy shall be permitted to provide urine specimens in private, but subject to controls designed to minimize any compromise or invalidity in the testing process such as alteration or substitution of the specimen provided. In the event that the collector feels the collection process has been compromised, a witnessed void will be conducted utilizing a same gender witness. Alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, only one individual will be tested at a time.

If applicable, the employee has the right to request that his or her union representative be present. If on-site representation is not available, the supervisor will make reasonable efforts to contact representation from the employee's union. However, the lack of representation may not delay the required testing, and the union will be notified of the testing as soon as possible.

V. REVIEW AND REPORTING OF TEST RESULTS

To ensure that every employee who is subjected to drug and alcohol testing by the Company is treated in a fair and impartial manner, the Company has retained the services of a Medical Review Officer (herein "MRO"). The MRO is a medical doctor or a doctor of osteopathic medicine with knowledge of substance abuse disorders who is duly licensed to practice medicine.

All drug tests will be reported to the MRO prior to their issuance to the Company. Each drug tested for will be listed along with the results of the testing. The Company will receive a summary report, which will indicate that the employee has passed or failed the drug test. Alcohol testing provides immediate results that will be reported to the Company and the MRO.

VI. EMPLOYEE'S RIGHTS

In the event that an employee tests positive for any drugs or alcohol prohibited under this policy, the employee may be given an opportunity to explain the findings to the MRO prior to the issuance of a positive report to the Company. Accordingly, upon receipt of a positive finding, the employee will be informed of the positive finding and given an opportunity to rebut, or explain the findings. The MRO can request information on recent medical history and on medications taken by the employee within the last

thirty (30) days. In the event that the MRO finds support in the explanation offered by the employee, he may be asked to provide documentary evidence to support his claim (i.e., names of treating physicians, pharmacies where prescriptions have been filled, prescription copies, etc.) A failure on the part of the employee to provide the requested information will result in the issuance of a verified positive result by the MRO. In those cases where appropriate information is provided to the MRO, a negative report will be issued to the Company.

If the employee fails to contact the MRO within five (5) days of having been instructed to do so, the MRO will issue a positive report to the Company. Since no contact with the employee was had, no medical explanation can be provided and the employee shall forego the right to offer a defense to the findings.

An employee who tests positive for any drug prohibited herein, has the right to have a retest conducted on the original split-specimen. This retest may be authorized by the MRO only upon the employee's written request received within three days after employee's notification of a positive result. The employee is responsible for the prepaid expense at the provider's current rate, and the testing must be performed by a DDHS certified laboratory. If the test result is negative, the employee will be reimbursed by the Company. Re-testing will not delay the report of the positive result to the Company and the result of the-retest will also be released to the Company.

A current employee may self-report a problem with drugs and/or alcohol, at any time prior to notification of required testing, and may seek assistance in resolving the problem without jeopardizing his standing with the Company. If the employee has been selected for testing under any condition of this policy and notified of the requirement, testing will be required even though the employee has self-reported. The employee may, at his option and expense, request in writing a leave of absence to participate in a medically recognized drug rehabilitation program. Any recommendations from a substance abuse professional arising from this program must be communicated with the Company and incorporated into any return-to-work agreement.

VII. POSITIVE DRUG AND ALCOHOL TEST RESULTS

The following are basic requirements for employees who have had a verified positive drug and/or alcohol test result. The items listed may or may not apply, and additional requirements may be added depending on the circumstances. An employee:

- Must be evaluated by a Substance Abuse Professional (SAP)
- Must comply with all treatment recommendations
- Must provide a negative return-to-duty test before returning to the job
- Must comply with random follow-up testing requirements, at least four tests in the first year after returning to work
- Shall remain subject to Company discipline policy and/or contracted agreements which may result in termination of employment if violated

Refusal to comply with the mandatory testing requirements as identified herein failure to provide the required valid specimen(s), or adulteration or substitution of the specimen(s) will be considered a refusal to test and will be interpreted the same as a positive test. Any such refusal subjects the individual to the full range of discipline, up to and including termination of employment or cancellation of an offer of employment.

Employees who are found to have a confirmed positive drug or alcohol test, with no acceptable medical explanation provided to the MRO, may be immediately suspended without pay or compensation, or may be terminated for cause. The use of products containing hemp oil in any form that may lead to a positive marijuana (THC) result is prohibited and will not be considered a justifiable positive. The use of other mind altering drugs, including “designer drugs” is prohibited even if they are not listed in this policy.

An employee's suspension for a positive drug or alcohol test result is intended to permit time for the prohibited substance to clear from the employee's system and to allow the employee sufficient time to have a negative retest or complete a medically recognized rehabilitation program. The Company will permit only one (1) suspension for a positive result without medical explanation per employee. Another positive result without medical explanation may result in employee's discipline, including termination for cause.

Any release of information related to drug and alcohol testing and the results of that testing require the informed consent of the individual. In those cases where drug and alcohol testing results in the termination of an employee, all termination notices will list “misconduct” as the reason for termination. Termination shall be deemed “for cause”. However, suspensions, leaves of absence, or terminations based on violations of this policy may require that this information be presented as evidence for the company in actions related to benefits payments or in the defense of grievances over discipline and will not be considered a violation of confidentiality.

VIII. CONFIDENTIALITY AND RIGHT TO REVIEW TEST RESULTS

To protect the confidentiality of employees, all records of drug and alcohol testing will be stored separate and apart from the employee's general personnel documents. Access to these documents shall be limited to designated Company officials. The information contained in these documents shall be utilized only to properly administer this Policy and may be provided to auditing or certifying agencies for review as may be required. Those designated Company officials who shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any purposeful or reckless breach of confidentiality with regard to these documents will justify termination for cause. Any employee tested under this Policy has the right to review and/or receive a copy of his test results.

IX. REHABILITATION

In the event of a confirmed positive drug or alcohol test, the Company may, in its discretion, impose discipline or may grant a one (1) time only unpaid leave of absence so that an employee can participate in a medically recognized rehabilitation program. Until such time as the Company is able to provide an Employee Assistance Program (EAP), it will assist the employee in obtaining information concerning providers of assistance services and will update this information as changes occur. The Company will assist the employee in determining the coverage provided for these services by their insurance, as applicable. In those cases where an employee successfully completes a mandated rehabilitation program, the Company shall retain the right to perform no-notice follow-up drug or alcohol testing as recommended by the treating substance abuse professional and as agreed to in the employee's return-to-work agreement. Any refusal by an employee to undergo required follow-up drug or alcohol testing will justify immediate termination for cause.

X. EDUCATION

The Company will provide education programs concerning drug and alcohol abuse that all employees will be required to attend. All training will be conducted by appropriately credentialed educators, and will cover program, policy and practice considerations of drug testing. In addition, as they become available, the Company will endeavor to provide educational materials to its employees.

All employees will take part in two (2) hours of initial training, prior to program implementation or within four (4) weeks of hire. The subjects of initial training will include this policy, the disease model for alcohol and drugs, signs and symptoms of substance use/abuse, and the effects of commonly used drugs in the workplace. Additionally, all employees will receive a two-hour annual refresher training course.

All supervisors will receive an initial four (4) hours of basic information, problem recognition, policy administration, collective bargaining agreement compliance, and skill building training, and will be included in the two-hour employee training. New supervisors will receive at least two (2) hours of initial training within six (6) weeks of promotion or hire into the position and prior to being involved in testing responsibilities. All supervisors will then receive two (2) hours of supervisor refresher/update training and participate in the two-hour employee annual refresher training.

**ACKNOWLEDGMENT OF RECEIPT
OF
DRUG FREE WORKPLACE POLICY**

July, 2013

Dear employee and prospective employee of the Mahoning Valley Sanitary District:

In order to assure proper operation, every business has to maintain certain rules of conduct. We have made every effort to establish rules that are clear, fair and will be followed consistently by all individuals of this Company.

The attached Policy concerns the effects of drugs in the workplace. Please review it carefully, and rest assured that we will address any and all of your questions regarding its contents.

We will collect this signed cover sheet that acknowledges your receipt of and agreement to comply with the provisions contained in our Drug Free Workplace Policy. Although this document contains our latest substance abuse policies and rules, it may be necessary, from time to time, to make changes to best serve the needs of the District. Any changes that become necessary will be communicated to you in writing.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Drug Free Workplace Policy of the Mahoning Valley Sanitary District. I further understand that it is my obligation to read and comply with the rules and provisions contained within the Policy.

Employee's Printed Name: _____

Employee's Signature: _____ Date: _____

Witness: _____ Date: _____

**MAHONING VALLEY SANITARY DISTRICT
CONSENT AND RELEASE FORM FOR
EMPLOYEES AND APPLICANTS**

I, _____(employee or applicant name), as an employee/applicant of the Mahoning Valley Sanitary District, (hereinafter the "Company"), acknowledge that the company's policy requires me to submit to drug testing and/or alcohol testing based on the requirements of this policy.

I understand that the purpose of this program is to promote safety by deterring the abuse of over-the-counter drugs, prescription drugs, illicit controlled drugs, or alcohol as this use might adversely impact safety in the workplace.

I hereby freely and voluntarily consent to the requests for split-specimen urine samples and/or alcohol tests and agree to participate in all aspects of the testing program as described herein. I further understand that additional "Consents" will not be required of me as a continuing employee under this policy.

I hereby and herewith release the Company, its Directors, employees, agents and contractors from any and all liability whatsoever arising from these requests for testing, from the actual testing procedures, and from decisions made concerning my application for employment or resultant discipline based upon drug and/or alcohol test results.

I further acknowledge that the Company has provided me with an opportunity to ask questions related to its drug and alcohol testing program and that all my inquiries have been addressed.

Employee's Printed Name: _____

Employee's Signature: _____ Date: _____

Witness: _____ Date: _____

Reasonable Suspicion Checklist

Name of Observed Employee: _____

Location: _____

Time: _____ a.m. _____ p.m. Date _____

When there is reasonable suspicion that an employee at work is unfit for duty, the supervisor or manager observing the behavior as well as another supervisor/manager as witness, if possible, must complete the checklist below. Where "Other" is checked, please describe,

Observation Checklist

Walking: _____ Holding on _____ Stumbling _____ Unable to Walk
_____ Unsteady _____ Staggering _____ Swaying
_____ Falling _____ Other: _____

Standing: _____ Swaying _____ Feet wide apart _____ Unable to Walk
_____ Rigid _____ Staggering _____ Sagging at knees
_____ Other: _____

Speech: _____ Whispering _____ Slurred _____ Shouting
_____ Incoherent _____ Slobbering _____ Silent
_____ Rambling _____ Mute _____ Slow
_____ Other: _____

Demeanor: _____ Cooperative _____ Calm _____ Talkative
_____ Sarcastic _____ Sleepy _____ Crying
_____ Sleeping on the job _____ Argumentative _____ Excited
_____ Polite _____ Silent _____
_____ Other: _____

Actions: _____ Hostile _____ Fighting _____ Profanity
_____ Threatening _____ Hyperactive _____ Erratic
_____ Resisting _____ Drowsy _____ Calm
_____ Communication _____
_____ Other: _____

Eyes: _____ Bloodshot _____ Watery _____ Droopy
_____ Glassy _____ Closed _____ Dilated
_____ Other: _____

Face: _____ Flushed _____ Pale _____ Sweaty
_____ Other: _____

Appearance/
Clothing _____ Neat _____ Unruly _____ Messy
_____ Stains on clothing _____ Having odor _____ Partially Dressed
_____ Dirty _____ Bodily excrement _____
_____ stains _____
_____ Other: _____

Breath: _____ No alcoholic odor _____ Faint alcoholic odor _____ Alcoholic odor

_____ Sweet/pungent tobacco odor _____ heavy usage, breath spray _____

Other: _____

Movements:

_____ Fumbling _____ Jerky _____ Nervous
_____ Slow _____ Normal _____ Hyperactive

Other: _____

Eating/Chewing

_____ Gum _____ Candy _____ Mints

Other: _____

Miscellaneous:

_____ Presence of alcohol and/or drugs in employees possession or vicinity
_____ On-the-job misconduct by employee
_____ Employee admission concerning alcohol use and/or drug use or possession
_____ If there are witnesses to employee's conduct, list below:

Other Observations: (If accident, provide details)

Employee's Explanation of Reasons for His/Her Conduct:

Once above portion of form has been completed by you and a witness, you are now ready to take a position with the Employee. Be certain to follow company procedures as outlined in the Drug-Free Workplace Policy.

_____ Employee has agreed to testing (Check One) _____ Employee has not agreed to testing

Supervisor/Manager Signature

Date

Witness Signature

Date

APPENDIX J

Reimbursement shall be based upon actual uniform and equipment purchase receipts provided. As to the purchase of equipment, the patrolman shall first identify to the satisfaction of the Chief Patrolman of the District the need for the equipment the patrolman seeks to purchase and acquire written confirmation from the Chief Patrolman who shall submit a request to the Chief Engineer who shall act on his recommendation allowing for the purchase of the specified equipment. The Equipment listed below are illustrative and not all inclusive of equipment to be purchased. As to the service weapon, it shall be reviewed by a certified Armorer (at the cost of the District) to determine if it is rendered unrepairable, inoperable, or unsafe prior to replacement.

Equipment List

- Service Weapon (to be identified by the District)
- Ammunition
- Ammunition Holders
- Handcuffs
- Handcuff Holder
- Flashlight
- Flashlight Holder
- Flashlight Battery
- Tape Recorder and Holder
- Baton or ASP
- Pepper Spray and Holder
- Camera and Holder