



**ORIGINAL**

**EXHIBIT "A"**  
**TO**  
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**CONTRACT**

**Between the**

**City of Warren, Ohio**

**And**

**International Association of Firefighters**

**Local #204**

**Effective January 1, 2014**

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## **PURPOSE OF AGREEMENT**

This Agreement, entered into by the City of Warren, hereinafter referred to as the "City", and the International Association of Firefighters, Warren Local No. 204, hereinafter referred to as the "Union" has as its purpose the following:

Section 1: To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

Section 2: To provide for the peaceful and equitable adjustment of differences which may arise.

Section 3: To attract and retain qualified employees by providing those benefits compatible with the financial resources of the City.

Section 4: To assure the effectiveness of service by providing an opportunity for employees to meet with the City, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the State of Ohio Revised Code, state and federal laws, and the Constitution of the State of Ohio and the United States of America.

Section 5: To assure the right of every employee to fair and impartial treatment.

Section 6: To provide an opportunity for the Union and the City to negotiate as to wages, hours, terms, benefits and conditions of employment for the employees in the certified bargaining unit.

Section 7: The City and the Union agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, religion, or national origin.

## **ARTICLE II - RECOGNITION**

Section 1: The City recognizes the Union as the sole and exclusive representative for the purpose of negotiating rights of pay, fringe benefits and other conditions of employment for those employees of the City in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time, holding the following classifications: Cadet Firefighter, Firefighter, Lieutenant, Captain and Assistant Chief.

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

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

### **ARTICLE III - THE CITY'S MANAGEMENT RESPONSIBILITIES**

Section 1: The Union shall recognize the right and authority of the City to administer the business of the City, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the City has and will retain the full right and responsibility to direct the operation of the Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to, the following which are not modified by the expressed terms of this Agreement:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay-off, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the work force, and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- E. To determine the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- F. To maintain the security of records and other pertinent information;
- G. To determine and implement necessary actions in life and property emergency situations as they relate to safety and fire.

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

## ARTICLE IV - UNION REPRESENTATION

Section 1: The Union may select one (1) steward from each work turn. A steward involved in representation of a bargaining unit employee at a grievance presentation will not, if the presentation is scheduled on work time, suffer any loss of pay for time spent in such presentations.

Section 2: The chairman, or in his/her absence, the vice-chairman, of the grievance committee has the privileges afforded the steward.

Section 3: The Union shall submit in writing the names of the employees who will act as stewards for the purposes of processing grievances, as defined in the grievance procedure. An alternative representative may be designated by the union to perform the duties of the regular steward in the absence of said steward.

Section 4: The Union shall provide the City an official roster of its officers which is to be kept current at all times, and shall include the following:

- A. Name
- B. Address
- C. Union office held
- D. Home telephone number

Section 5: The City shall provide exclusive bulletin board space for use by the Union for the purpose of posting notices.

Section 6: All notices, which appear on the Union's bulletin board shall be posted by the designated station steward. Union notices relating to the following matters may be posted:

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

All other notices of any kind not covered by A-G above must receive prior approval of the Chief or the Assistant Chief.

Section 7: In the event that either the International Association of Firefighters, or the Ohio Association of Professional Firefighters, requests the attendance of local union members to a national or state union conference, or any seminar related to job activity, the local Union President or any appointed designees from the Union shall be permitted up to ten (10) days in even numbered years and eight (8) days in odd numbered years per year paid leave of absence, to attend such meetings. Employees may utilize other available paid leave for the purpose of this Article. The Union President shall make written requests for such leaves of absence at least ten (10) calendar days in advance of the request date. This paid leave shall be subject to the approval of the Fire Chief and the Human Resources Department.

Section 8: The City agrees that during scheduled working hours, the President, Vice President Secretary, and Trustees of Local 204 shall be granted reasonable time off duty hours with pay for the purpose of fulfilling their local union related responsibilities to include monthly union meetings. This provision shall be limited to two (2) union officials per shift.

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

Such time off from scheduled hours must be arranged for in advance, and approved by the respective Fire Chief.

Section 9: The City agrees to pay the Union Negotiating Committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between Local 204 and the City.

This benefit will be limited to a maximum of six (6) members of Local 204.

Section 10: The City agrees that accredited representatives of Local 204, International and Ohio Association of Firefighters shall have full and free access to the premises to discuss and conduct union business; except that the City shall have been given reasonable notice of such visits and normal and required duty and work shall not be subjected to interruptions and harassments.

## ARTICLE V - NO STRIKE - NO LOCKOUT CLAUSE

- A. The Union agrees that neither it, its officers, agents, representatives, or members, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the City, by its members or other employees of the City. When the City notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined above, the Union shall immediately conspicuously print notice over a signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the City shall have the option of canceling any Article, Section, or sub-section of this Agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates in/or promotes such strike activities, as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in/or promote such action shall be subject to appeal.
- B. The City agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members, unless those members shall have violated Section A of this Article.

## **ARTICLE VI - UNION SECURITY AND DUES CHECK OFF**

Section 1: The City and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit upon the successful completion of their probation period. The probation period for the purpose of this Article is the first year an employee is employed in the Fire Department in an occupation so designated as a bargaining unit position. However, dues and assessments may be deducted from new employees of bargaining unit positions after 90 days of employment with the City.

Section 2: The City agrees to deduct regular union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. An employee who signs a Payroll Deduction Authorization form will forward the original to the City's Finance Department and send a copy to the secretary of the Union. Upon receipt of the proper authorization form, the Auditor will deduct union dues and/or assessments from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the City. A check, equal to the amount of the deductions, shall be remitted to the union within thirty (30) days of the date such deductions are made. Both the City and the Union will approve the Payroll Deduction Authorization form used.

Section 3: It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

Section 6: It is agreed that neither the employees nor the Union shall have a claim against the City of errors in the processing of deductions. If a claim of error is made to the City in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of said dues shall be authorized to represent the employees within the bargaining unit as herein determined.

Section 7: Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any union member during any particular month, the City, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of (2) months regular dues. The City will not deduct more than two (2) months regular dues from the pay of any union member.

Section 8: Dues authorizations under Section 2 shall be irrevocable for the term of this Contract, except that an employee shall have the right to revoke such authorization by giving written notice to the Finance Department during the first five (5) days of the ninety (90) day period preceding the termination of this Contract. If an employee revokes their Union membership under the provision of this Section, the City shall be required to deduct a monthly Fair Share fee from their paycheck.

Section 9: As a condition of employment, the City shall deduct a monthly Fair Share fee from the paycheck of all employees employed after January 1, 1985, in the bargaining unit classifications who have completed their one hundred and twenty (120) days of service and who are not members of the Union. The amount to be deducted monthly shall be equal to the Union dues deducted for Union members.

## **ARTICLE VII - LABOR/MANAGEMENT MEETINGS**

Section 1: In the interest of sound labor/management relations, the parties agree that labor-management meetings will be held at the request of either party for the purpose to discuss and resolve potential problems and to promote a more harmonious labor-management relationship. Labor-management meetings between City representatives and three (3) Union representatives will be scheduled at mutually agreed upon dates and time.

Section 2: The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting, or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the City, which affect bargaining unit members of the Union;
- C. Discuss differences, which have not been processed beyond the final step of the grievance procedure when the parties mutually agree to such discussions;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to improve the delivery of services;
- F. Consider and discuss health and safety matters relating to employees.

## ARTICLE VIII - ADJUSTMENT OF GRIEVANCES

Section 1: There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his/her immediate supervisor next in command. Any matter which cannot be resolved through these discussions within a period of five (5) calendar days and which meets the definition of a grievance as herein defined may be submitted through the formal grievance procedure.

Section 2: The term "grievance" shall mean allegation by the bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, or those matters which are controlled by the provisions of Federal and/or State laws, and/or by the United States and Ohio State Constitutions.

Section 3: A grievance must be presented in writing to the Fire Chief or his/her designee within eleven (11) calendar days after the grievant knows or should have known the facts giving rise to the grievance.

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

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

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

The employee or an associated member or staff representative may advance any grievance not answered by the City's representatives within the stipulated time limits, to the next step in the grievance procedure.

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

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

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

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

Step 1: The grievance must be submitted in writing to the Fire Chief within the time limits set forth in Section 3 herein. It shall be the responsibility of the Fire Chief or his designee to investigate the matter and provide a written response within seven (7) calendar days following the day on which he was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, it may then be appealed in writing by the grievant, with or without a representative of the local union, to the Director of Public Service and Safety or his designated representative. The appeal in Step 2 must take place within seven (7) calendar days of the response in Step 1. The Director or his/her designee shall meet with the aggrieved within eleven (11) calendar days after notice of the appeal. The Director or his/her designee shall respond in writing to the grievant and the Union within seven (7) days from the date of the Step 2 meeting.

It is agreed between the parties that due to the subject material of a grievance or the individuals being directly involved in the grievance, the chairman of the grievance committee for the Union and the Director of Human Resources of the City may mutually agree to bypass Step 1 of the grievance procedure.

Step 3: If the grievance is not satisfactorily settled at Step 2 of the grievance procedure, the Union may submit notice to the Federal Mediation and Conciliation Services (FMCS), within ten (10) calendar days after receipt of the Step 2 answer, of their need for mediation services. The mediator shall be selected in accordance with the procedures established by FMCS. In the event that a resolution is derived from the mediated session, such resolution shall be signed off by all parties on the date of the Mediation. It is understood that mediation may not be beneficial in all instances; in such cases, either party may elect to waive mediation and proceed directly to Step 4.

Step 4: Arbitration: If the grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) calendar days after the conclusion of the Step 3 mediated session or ten (10) calendar days after receipt of the Step 2 answer, whichever occurs later, submit the grievance to final and binding arbitration. The Union shall notify by certified mail the Federal Mediation and Conciliation Services (FMCS) to submit a panel of arbitrators. The arbitrator shall be chosen in accordance with rules of the FMCS. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

- A. A second list may be obtained if both parties agree. The parties shall then choose an arbitrator by alternately striking a name from the list until one name remains as the arbitrator chosen by the parties. A coin shall be flipped, and the winner decides who strikes the first name.
- B. The arbitrator shall limit his decision to the interpretation, application or enforcement of specific Articles of this Agreement. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not submitted to him.

- C. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction.
- D. The decision of the arbitrability shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within fifteen (15) days after the conclusion of testimony and argument.
- E. The cost of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, and the hearing room, shall be paid by the party losing the arbitration. The expenses of any non-employee witness shall be borne, if any by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 7: When an employee covered by this Agreement represents himself in a grievance, no settlement shall be in conflict with this Agreement.

Section 8: The Union shall use a grievance form, which shall provide the information outlined in Section 5.

## ARTICLE IX - DISCIPLINE AND DISCHARGE

Section 1: No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause.

Section 2:

- A. Whenever an employee may be disciplined for cause, charges must be filed in writing with the City. The City, after receiving the charges will notify the employee in writing of the charges not less than seventy-two (72) hours prior to the pre-disciplinary hearing. Charges shall be filed within fifteen (15) calendar days of the Fire Chief becoming aware of the occurrence giving rise to the discipline.
- B. The charges being filed must include the following:
1. The specific violation;
  2. The date and time of the alleged violation;
  3. Place where the alleged violation occurred;
  4. A complete narrative concerning the alleged violation.
- C. A pre-disciplinary hearing shall be held within ten (10) days of receipt of charges. At said hearing and at every step of the grievance procedure, the employee shall be guaranteed the following rights:
1. The right to representation by the IAFF and/or a representative of the employee's choice; and
  2. The right to confront his/her accuser; and
  3. The right to remain silent; and
  4. The right to call witnesses in his/her behalf; and
  5. The right to appeal as covered in the grievance procedure of this contract; and
  6. The right to cross-examine witnesses.
- No hearing will be delayed more than seventy-two (72) hours to enable an employee's representative to attend.
- D. At the pre-disciplinary hearing, the City will ask the employee or his/her representative to respond to the allegations of misconduct, which were outlined to the employee. The employee may present any testimony or documents, which explain whether or not the alleged conduct occurred. Failure to respond truthfully may result in further disciplinary action.
- E. After considering all testimony concerning the alleged violation, the City shall rule on the alleged violation and notify the parties in writing of his/her decision within seven (7) calendar days of the hearing.

Forms of disciplinary action that may be considered are:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension without pay
4. Reduction in rank
5. Discharge

- F. In the event the Fire Chief determines that more than five (5) working days suspension is warranted, the hearing will be continued before the Director. This hearing shall take place within ten (10) calendar days of the initial hearing. The Director shall then rule on the alleged violation and notify the parties in writing of his/her decision within seven (7) calendar days of the hearing. The employee shall have the right to appeal said decision at Step 2 of the grievance procedure and the matter shall be handled in accordance with that procedure through Step 4 if deemed necessary.

Section 3:

- A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. The City will give copies of all written corrective actions to the affected employee.

Section 4: Records of verbal and written reprimands shall cease to have force and effect one (1) year from the date of issue, provided no intervening discipline has occurred. All records of disciplinary action shall cease to have force and effect two (2) years after the effective date of the disciplinary action.

## ARTICLE X - SENIORITY

Section 1: Seniority shall be defined by the length of continuous service of a full-time employee appointed to the Warren City Fire Department.

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

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

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

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

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

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Military leave;
4. A layoff of less than five (5) years duration;
5. A resignation where the employee is re-employed or reinstated within thirty (30) days.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than five (5) years;

4. Failure to return to work within ten (10) calendar days of a recall from layoff;
5. Failure to return at the expiration of a leave of absence;
6. A resignation where the employee is re-employed or reinstated after thirty-one (31) calendar days or more.

Section 4: The City will post a current seniority list in the department showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union President and Secretary.

Section 5: **PROBATIONARY EMPLOYEES:** New employees and those hired after a break in continuity of service will be regarded as probationary employees for their first year of service and will receive no continuous service credit during such period. A probationary firefighter must successfully complete the prescribed firefighting training course as required by the State of Ohio prior to the completion of their probationary period.

Probationary employees may be laid off or discharged as exclusively determined by the City provided that this will not be used for purposes of discrimination because of race, color, religious creed, national origin or sex or because of membership in the Union. Probationary employees continued in the service of the City subsequent to their first year of service shall receive full continuous service credit from date of original hiring.

Section 6: **PROMOTIONAL REQUIREMENTS:** Bargaining unit members hired prior to January 1, 2011, must serve five (5) years in an active pay status in order to be eligible to take a civil service promotional examination.

Ranked members of the bargaining unit hired prior to January 1, 2011, must have served one (1) year in an active pay status in their existing officer position before they would be considered eligible to take a Civil Service examination.

Bargaining unit members hired after January 1, 2011, must have ten (10) years in an active pay status as a City of Warren Firefighter prior to the date of the examination in order to be eligible to take a Civil Service promotional examination.

Ranked members of the bargaining unit hired after January 1, 2011, must have three (3) years in an active pay status in their existing officer position prior to the date of the examination in order to be eligible to take a Civil Service examination

It is expressly agreed and understood that during any layoffs, no fringe benefits shall accumulate for the affected members.

**ARTICLE XI - STANDARDS OF WORK**

Section 1: **WORK PERIOD:** The standard work period for all members of the bargaining unit shall be a nineteen (19) calendar day period. The existing three (3) platoons will be scheduled in the following manner:

Day of work period:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Platoon "A"	A		A		A		A		A		A		A		A		A		A
Platoon "B"		B		B		B		B		B		B		B		B		B	
Platoon "C"			C			C			C			C			C			C	

When bargaining unit employees are scheduled for seven (7) shifts during a nineteen (19) work day period, the employees will be scheduled off at least one (1) "R" day during that work period.

The standard salary pay ranges shall be based and established on the hourly rate for each member determined by using two thousand seven hundred four (2704) scheduled annual hours as per Exhibit A.

Section 2: **REDUCTION HOURS:** Members of the bargaining unit shall be credited two hundred sixteen (216) hours at the beginning of the year, provided that one hundred forty-four (144) or one hundred sixty-eight (168) of these hours must be scheduled by the Department per the provisions set forth in Section 1 of this Article and the balance of "R" time must be scheduled as time off during the current calendar year. The members shall not be paid for hours not taken. Eight (8) of the two hundred sixteen (216) hours are in lieu of City Hall being closed.

Because these hours are credited before their actual entitlement, any member who retires and has used more "R" hours than he would have been entitled to on a four (4) hour per week basis shall have his separation and termination pay reduced by that same amount.

In lieu of the "R" hours, a member shall be charged for time off based on a twenty-four (24) hour work shift.

Section 3: **OVERTIME:** Where a uniformed member of Local #204 is paid hours in excess of the work period, he shall be compensated for the excess hours at an hourly rate for his position as follows:

- A. Holdover or call out for emergencies shall be paid at time and one half (1 1/2) the (1) straight time rate calculated by dividing the annual wage by two thousand eighty (2080) and (2) FLSA add-on rate.

A call out is the ordering of a fireman to work an emergency other than his regular work hours.

B. All other hours paid in excess of the work period shall be paid at time and one-half (1-1/2) the regular rate, calculated by dividing the annual wages by two thousand seven hundred four (2704) and adding the FLSA add-on rate.

For purposes of this section, the term "Emergencies" is defined as performance of duties at fires, natural hazards, disasters, medical emergencies and the like. In all cases of holdovers or call outs the following minimum shall apply:

- A). Holdover - minimum - two (2) Hours
- B). Call Outs - minimum - four (4) Hours

Section 4: **NON-REDUCTION:** In the event the City changes or assigns any employee within the bargaining unit or any group of employees within the bargaining unit to duty, which duty includes a work schedule of less than fifty-two (52) hours per week (two thousand seven hundred four (2704) hours per year) there shall be no reduction in the annual salary of said employee.

Section 5: **WORKING OUT OF RANK:** Firefighter, Lieutenant or Captain who replaces a Lieutenant, Captain or Assistant Chief, respectively shall be paid the hourly rate or the equivalent of the rank filled for such period as he performs all the duties of the higher rank.

If the Fire Chief is unavailable for duty during his/her regular working days, the Assistant Chief on duty shall be paid an additional amount equal to fifty per cent (50%) of the difference between the Assistant Chief's regular hourly rate of pay and the Fire Chief's regular hourly rate of pay for all of the hours the Fire Chief is off. The Assistant Chief shall still be considered part of the turn, however, the House Captain will receive out-of-rank pay for assisting the Assistant Chief in his responsibilities for the same number of hours. This will be the only out-of-rank pay adjustment permitted as a result of the Fire Chief's absence. This additional pay provision will be limited to the Fire Chief's regular work schedule of eight (8) hours per day Monday through Friday excluding the Fire Chief's holidays.

Section 6: **ROLL CALL TIME:** Every member of the bargaining unit shall receive twenty-five percent (25%) of an hours pay, at one and one-half (1-1/2) times their hourly rate per day that they are present for roll call which is fifteen (15) minutes before the regularly scheduled work shift.

Section 7: **PROCEDURE FOR DISTRIBUTION OF OVERTIME:** It is the intent of this procedure to set forth rules in order to distribute overtime as equitable as practical. Overtime for shift absences as approved by the Fire Chief and the Director of Public Safety and Service will be distributed in the following manner:

Two (2) overtime lists will be maintained:

- 1) One list will include all members within the bargaining unit who are assigned to an officer rank. When Assistant Chiefs work overtime, they shall work as Assistant Chiefs if that job classification is not filled by an Assistant Chief.
- 2) The other list will include all members within the bargaining unit who are assigned as firefighters and have completed more than one (1) year of service. Once a firefighter has reached one (1) year of service, he/she shall be placed on the bottom of the overtime list and charged with the highest number of hours.

The lists shall be used to record each overtime hour charged.

When overtime opportunities arise within their respective groups, the member with the least amount of charged hours shall be called to work the overtime. When more than one member has the least amount of charged hours, the senior member shall be called. Members will be charged for the available overtime hours when worked, refused or not reached. If officer overtime is needed and no officer of the rank of Captain or Assistant Chief is working, the next Captain or Assistant Chief shall be called for overtime.

Members who are on sick leave their last scheduled shift will not be called and will be charged for overtime.

Members who also are on duty will not be charged.

A firefighter permanently promoted to Lieutenant will be charged with the highest number of overtime hours charged to anyone in the officer rank group.

The overtime procedure shall not apply in those instances where it is necessary to hold members over on shift or in emergency situations. Therefore, hours worked as a result of shift holdovers or emergency call-outs, inspections, or arson investigations shall not be charged to the member's overtime accumulation.

Overtime records will be kept for one (1) year from January 1 to December 31. New records will be started every January 1. These records will be maintained by the Chief's office and posted in the Assistant Chief's office.

Any and all overtime provided by this Article shall be calculated and paid as part of the pay period worked.

Only one (1) telephone number will be used to contact a member for overtime; therefore, members must keep a record of their current telephone number on file with the Chief's office.

No trading of overtime shifts will be permitted.

Section 8: **FIRST RESPONDER:** Bargaining Union members hired before January 1, 2006, shall have continued training as First Responders.

Bargaining Union members hired after January 1, 2006, shall be required to remain certified as a First Responder as a condition of continued employment. There shall be no extra pay associated with this provision.

Section 9: **PARAMEDIC CERTIFICATION:** Bargaining unit members hired after January 1, 2011, will be required to remain a certified Paramedic for fifteen (15) years as a condition of continued employment. If a member's Paramedic Certification becomes invalid for any reason, and prior to disqualification/termination of the member, a committee, made up of the Director of Public Service and Safety, Director of Human Resources, Personnel Supervisor, Fire Chief, IAFF Local 204 President, Vice President and Secretary shall meet to discuss the reasons for decertification. The discussion shall entail mitigating circumstances warranting suspension, rather than termination,

of the member during the period of time the member does not possess the Paramedic Certification. Following the discussion, the Director shall make the determination on the member's employment status.

**Section 10: COMPENSATORY TIME:** All bargaining unit members will be eligible to accumulate compensatory time for training and uncommon overtime purposes. This overtime must be authorized by the Fire Chief. This compensatory time shall be accumulated at one and one half (1½) hours for each one (1) hour worked. Compensatory time shall be limited to a maximum balance of four hundred eighty (480) hours and may be utilized as follows:

1. Compensatory time off requests shall not be denied when submitted at least 49 hours in advance of the date requested and there is an open vacation slot.
2. Demanded as time off by the Fire Chief. This demand may not include a paid holiday and requires at least forty-nine (49) hour notice. This shall be limited to three (3) days per year, per member.
3. Paid as severance pay at the 2704 hour rate at the time of payment.
4. Time off requests that have been approved at least 49 hours in advance, shall not be denied at a later date

Bargaining unit members may accumulate up to sixty six (66) hours of compensatory time (forty four (44) hours actual training and testing) for initial certification as a certified First Responder. The training and testing must be verified by the Fire Chief. Failure to become a certified First Responder shall cause the same number of hours accumulated as compensatory time added to their balance on the overtime list.

**Section 11: LEAP YEAR ADJUSTMENT:** For adjustment of the holiday scheduling, the turn scheduled to work the first Monday after February 29 of any year shall work the Sunday before and the schedule shall follow accordingly. No pay adjustment shall apply for the rescheduling.

**ARTICLE XII - PAY RATES**

Section 1: **WAGES:** The pay rates are as follows:

	Effective 1-1-14		Effective 1-1-15		Effective 1-1-16	
	Base <u>Rate</u>	Annual <u>Wages</u>	Base <u>Rate</u>	Annual <u>Wages</u>	Base <u>Rate</u>	Annual <u>Wages</u>
Assistant Chief	27.68	74,846.72	28.10	75,982.40	28.52	77,118.08
Captain	24.10	65,166.40	24.46	66,139.84	24.83	67,140.32
Lieutenant	20.94	56,621.76	21.25	57,460.00	21.57	58,325.28
Firefighter:						
3 years or more service	18.20	49,212.80	18.47	49,942.88	18.75	50,700.00
Firefighter/Paramedic:*						
(hired after January 1, 2011)						
6 years or more service	16.38	44,291.52	16.63	44,967.52	16.88	45,643.52
4-5 years service	15.29	41,344.16	15.52	41,966.08	15.75	42,588.00
3-4 years service	14.20	38,396.80	14.41	38,964.64	14.63	39,559.52
2-3 years service	13.10	35,422.40	13.30	35,963.20	13.50	36,504.00
1-2 years service	12.01	32,475.04	12.19	32,961.76	12.37	33,448.48
0-1 years service	10.92	29,527.68	11.08	29,960.32	11.25	30,420.00

Section 2: Fire Fighter Operator

Firefighters, who are assigned the duties of driving any fire apparatus for a given turn shall receive additional pay of fifty per cent (50%) of the difference of the Lieutenant's hourly rate and the top fire fighter's hourly rate, for the hours worked on a given turn. This additional pay shall be included in the roll call amount. To be eligible for this assignment, the firefighter must have completed the required training to drive and operate this equipment and have demonstrated the ability to perform the functions effectively. The Fire Chief, the Assistant Fire Chief or House Captain will assign the senior certified firefighter on each turn to these duties. The Fire Chief will determine qualifications for certification.

Section 3: **PENSION PICKUP:** The City shall pay, on behalf of each bargaining unit member, a portion of the employee's share of the Police and Fire Pension Fund contribution as follows: six per cent (6%) of the member's gross wages.

\*For a Firefighter/Paramedic hired under SAFER Grant the rate shall be \$12.56 per hour for their first two (2) years of employment. Thereafter the scale shall apply.

### ARTICLE XIII - ALLOWANCES

Section 1: **UNIFORM ALLOWANCE:** A uniform allowance of five hundred dollars (\$500.00) shall be paid to each member of the bargaining unit, except as outlined in Article XVIII, Section 2.

The clothing allowance shall be paid on a separate direct deposit, with the last pay in June, except as in the following cases:

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

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

Uniform Maintenance Allowance: A uniform maintenance allowance of four hundred dollars (\$400.00) shall be paid to each member of the bargaining unit, except as outlined in Article XVIII, Section 2.

The uniform maintenance allowance shall be paid on a separate direct deposit with the last pay in November, except in the following cases:

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

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

Section 2: **SEVERANCE PAY:** Severance pay shall be paid to any member of the bargaining unit who retires (for purposes of this Section, "retirement" means disability retirement or service retirement under an applicable State public retirement system which immediately entitles the retiree to benefits under such system) under the following formula:

1. If a member has been in active service with the City for at least five (5) years but less than ten (10) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for two hundred forty (240) hours accumulated, unused sick leave, whichever is less.

2. If a member has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for four hundred eighty (480) hours accumulated, unused sick leave, whichever is less.
  3. If a member has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or seven hundred twenty (720) hours accumulated, unused sick leave, whichever is less.
  4. If a member has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.
- A. Any member whose employment with the City began on or after January 1, 1988, shall receive severance pay in accordance with the following schedule:
1. If a member has been in active service with the City for at least five (5) years but less than ten (10) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for one hundred twenty (120) hours accumulated, unused sick leave, whichever is less.
  2. If a member has been in active service with the City for at least ten (10) years but less than fifteen (15) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for three hundred (300) hours accumulated, unused sick leave, whichever is less.
  3. If a member has been in active service with the City for at least fifteen (15) years but less than twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for five hundred forty (540) hours accumulated, unused sick leave, whichever is less.
  4. If a member has been in active service with the City for at least twenty (20) years, he/she shall be entitled to cash payment for his/her actual accumulated, unused sick leave or for nine hundred sixty (960) hours accumulated, unused sick leave, whichever is less.
- B. Notwithstanding the provisions of subsection (B) hereof, any member who has ten (10) or more years of service with the City, the State or a political subdivision of the State, or any combination thereof, may elect, at the time of his/her retirement from active service with the City, to receive severance pay in cash in an amount representing one-fourth the value of his/her accrued, unused sick leave credit not to exceed the value of three hundred twelve (312) hours of accrued, unused sick leave.

In no event, however, shall any member collect severance pay upon retirement in accordance with both this subsection and subsection (B) hereof. Such member shall be limited to receiving same in accordance with this subsection or subsection (b) hereof.

- C. If a member receives severance pay by reason of a disability retirement herein, and subsequently returns to the employment of the City, he/she shall be barred from another severance payment upon his/her retirement, death or subsequent disability.
- D. Any severance pay arising from the provisions of this section shall be paid as outlined in Section 5: SEVERANCE PAY FORMULA. The annual wages shall increase by adding the amount of longevity paid in the last twelve (12) months.
- E. City employees who are eligible for severance pay pursuant to this Article will receive their severance pay benefits within thirty (30) days of the time they terminate their employment with the City unless by mutual agreement between the City and the retiring employee another date has been selected.
- F. Severance pay shall be in addition to any other benefits a member may be entitled to upon retirement, death or disability.

Section 3: In the event of a member of the bargaining unit being killed in the line of duty, the surviving spouse of said member shall be compensated for eighteen (18) months from date of death or until such time as the surviving spouse remarries, whichever comes first. The payment shall be for the same hours the member would have worked had they not been killed. The hourly rate for this payment shall be computed by dividing the member's annual salary at the time of death by two thousand eighty (2080) hours.

Section 4: **SEPARATION OR TERMINATION PAY:** Any member of the bargaining unit who is separated or terminated shall be entitled to any accumulated vacation time and grandfathered holiday hours as stipulated in Article XIV Holidays, Section 3. This payment shall be at the member's hourly rate at the time of separation or termination.

Section 5: **SEVERANCE PAY FORMULA:**

A. Employees shall be paid severance pay as follows:

Employee: \_\_\_\_\_  
 Appointment Date: \_\_\_\_\_  
 Vacation Anniversary Date: \_\_\_\_\_  
 Retirement Date: \_\_\_\_\_

Unused sick leave (960 hours maximum) \_\_\_\_\_  
 Accumulated vacation (720 hours maximum) \_\_\_\_\_  
 @2080 (From \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
 Below)

**Other Vacation Hours (over 720 hrs. up to 936 hrs.)** \_\_\_\_\_  
 Prorated Vacation (260 hours maximum)  
 @ Base Rate ( ) \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_

Grandfathered Holiday Hours (as per Article XIV Holidays)

Attachment "A" Hours \_\_\_\_\_ = \_\_\_\_\_

Attachment "B" Hours \_\_\_\_\_ = \_\_\_\_\_

TOTAL \_\_\_\_\_

Annual Wages (Exhibit A) \_\_\_\_\_  
 Longevity (final 12 months) \_\_\_\_\_

TOTAL \_\_\_\_\_ divided by 2080 = \_\_\_\_\_  
 (2080 rate)

2080 Rate \_\_\_\_\_  
 Base Rate \_\_\_\_\_

Prorated vacation shall only be paid for a maximum of ten (10) months. A member must take all "R" hours, current year prorated holidays, and personal days as time off prior to their retirement date.

Section 6: **PENSION FORMULA:**

Employee's pension formula shall be calculated as determined by the Ohio Police and Fire Pension Fund at the time of the employee's retirement.

Section 7: **LONGEVITY:** Full-time bargaining unit members shall be paid longevity on the basis of the following formula:

First five (5) full years of service - none

After five (5) full years of service - \$3.00 per biweekly pay period for each full year of service.

- A. This payment shall begin in the month next succeeding the employee's anniversary date of employment.
- B. For purposes of longevity pay, or any other City benefits, an employee shall not be permitted to use prior governmental service time.
- C. Continued longevity shall not be available to a person who terminates employment or is terminated by the City and later returns to City employment. An employee shall be eligible for appropriate longevity credit in accord with the amount of continuous full-time service with the City.

## ARTICLE XIV - HOLIDAYS

Section 1: **HOLIDAYS:** Members of the bargaining unit shall be granted (seven (7) effective January 1, 2001) twenty-four (24) hour work days off in lieu of the holidays regardless of the number of holidays worked or not worked. Days off shall run consecutively or individually so as not to interfere with the operation of the Fire Department as determined by the administrative head of the department. These days shall be taken within the year they are credited and such credit shall not be carried over into a subsequent year. The member shall not be paid for hours not taken.

Section 2: Hours worked by a member of the bargaining unit under this contract on any of the holidays specified below shall be paid at the rate of one-half (1/2) time for each hour worked (for Firefighter Operator this pay shall be based on their base rate plus the Firefighter Operator rate) plus regular pay hours for the day.

The first day of January	The first Monday of September
The third Monday of January	The second Monday of October
The third Monday of February	November 11
The last Monday in May	The fourth Thursday in November
The 4th of July	Day after Thanksgiving
	The 25th day of December

Section 3: **PERSONAL TIME:** In addition to the above listed holiday benefits, each member in the bargaining unit with more than one year of service shall be permitted to take seventy-two (72) hours scheduled work off between every December 1 and November 30 without any loss of pay for the hours. These hours may be selected at the member's discretion. Newly hired bargaining unit members, for their first year of service, will be permitted to take scheduled work days off as follows: (1) hired December 1 thru March 31 – seventy-two (72) hours, or (2) hired April 1 thru July 31 – forty-eight (48) hours or (3) hired August 1 thru November 30 – twenty-four (24) hours. Thereafter, they shall receive this benefit per the provisions set forth in this Section. For members with one (1) or more years of service, if these hours are not used during the aforementioned periods, they shall be paid for on the pay prior to December 25 at the bargaining unit members hourly rate, in a separate direct deposit, except as follows:

1. If the member has three (3) or more sick leave incidents during the year, personal time shall be charged for the third incident and any subsequent incident, as long as the member still has a personal time balance.
2. Any time the bargaining unit member, who has three (3) or more sick leave incidents and uses sick leave that creates overtime, twelve (12) additional hours shall be deducted from his/hers personal time per incident. If the member does not have sufficient personal time, the hours shall be deducted from vacation time.
3. Incidents shall accumulate from December 1 thru November 30 of each year.

Section 4: **GRANDFATHERED HOLIDAY HOURS:** Any member of the bargaining unit who was credited time-coming holidays saved prior to December 31, 1983 shall abide by the following:

- A. A maximum of forty-eight (48) hours shall be saved and paid at the member's base rate as separation or termination pay at the time of the separation or termination.
- B. The number of hours saved above the forty-eight (48) hours shall be paid at the member's 1984 base rate as separation or termination pay at the time of separation or termination.
- C. See Attachment "A" and "B" of this Article for the members who will participate under this provision.

**GRANDFATHERED HOLIDAY HOURS  
SECTION 3, HOLIDAYS  
ATTACHMENT "A"**

<u>NAME</u>	<u>TOTAL HOURS</u>
Curtiss King	48
Steven Williams	48

**GRANDFATHERED HOLIDAY HOURS  
SECTION 4 HOLIDAYS  
ATTACHMENT "B"**

<u>NAME</u>	<u>BASE RATE OF PAY</u>	<u>TOTAL HOURS</u>	<u>TOTAL DOLLARS</u>
Curtiss King	8.00	120	960.00
Steven Williams	8.00	144	1,152.00

## ARTICLE XV - VACATION

Section 1: **VACATION BENEFITS:** Each regular member of Local 204 shall be entitled to vacation under the following formula:

<u>Length of Service</u>	<u>Vacation</u>
After having completed 1 year of service	104 Hours
After having completed 5 years of service	156 Hours
After having completed 11 years of service	208 Hours
After having completed 17 years of service	260 Hours
After having completed 23 years of service	312 Hours

Section 2: **VACATION CREDITING:** Vacation time shall be credited to a member of the bargaining unit on January 1 of the year prior to their anniversary date. This shall allow for the scheduling of vacations for the entire year. Upon retirement or termination if a member has taken vacation time over and above his entitlement such time shall be adjusted on his separation and termination pay.

Section 3: **ADDITIONAL VACATION REQUIREMENTS:** Each vacation period shall commence on any day of the work week subject to the approval of the Fire Chief. Vacation time may be "banked" to a maximum of nine hundred thirty-six (936) hours. Once vacation hours are "banked", they shall only be paid as severance pay or separation and termination pay at the maximums outlined within this Section and can only be used with approval of the Assistant Chief for a period of twenty-four (24) hours. The Fire Chief and Director of Public Service and Safety must authorize the use of "banked" hours for any period over twenty-four (24) hours. The bargaining unit members recognize that this may lead to the loss of vacation hours if employment is severed before retirement. "Banked" vacation hours are those hours a bargaining unit member chooses not to use during any calendar year. Should any employee request to "bank" a previously scheduled twenty-four (24) hour vacation day, approval of the Assistant Chief is required. Should the employee request to "bank" more than one (1) twenty-four (24) hour vacation day, approval of the Fire Chief is required. The maximum hours a member can be paid as separation and termination pay or severance (except as outlined in Section 4) pay is as follows:

<u>Length of Service</u>	<u>Maximum Vacation Accumulation</u>
After having completed 3-4 yrs. of service	312
After having completed 5 yrs. of service	364
After having completed 6 yrs. of service	416
After having completed 7 yrs. of service	468
After having completed 11 yrs. of service	520
After having completed 12 yrs. of service	572
After having completed 13 yrs. of service	624
After having completed 17 yrs. of service	676
After having completed 18 yrs. of service	728
After having completed 19 yrs. of service	780
After having completed 23 yrs. of service	832
After having completed 24 yrs. of service	884
After having completed 25 yrs. of service	936

Vacations shall be by choice of each member of the bargaining unit based on departmental seniority by shift.

Section 4: **PRORATED VACATION:** Prorated vacation shall be considered for a maximum of ten (10) months.

Section 5: **SERVICE CREDIT:** Effective January 1, 1986, any employee hired by the City into a bargaining unit position shall only receive vacation service credit for actual time as a City of Warren, Ohio employee.

Section 6: **ANNUAL VACATION DRAW:**

A. The annual vacation draw will be as follows:

1. The inspector shall draw all days off in a separate Inspector's slot. The inspector shall draw days as provided for in the same procedure as all other members. The Inspector's slot is not permitted to be used for any other purposes other than as stated in this section.
2. The Assistant Chief and "House" Captain shall draw days off in a separate AC/HC slot. The Assistant Chief and "House" Captain shall draw days as provided for in the same procedure as all other members.
3. All remaining members shall draw days off within five (5) separate slots. (The Officer's/Firefighter's (O/F) slots).
  - a. Officers will draw their days off before Firefighters in the same procedure as all other members.
  - b. After the Officers have drawn all of their days, Firefighters will then draw their days as provided for in the same procedure as all other members.

B. First Draw

1. FLSA days shall be chosen based on the nineteen (19) day work period as specified in Article XI-Standards of Work – Section 1: WORK PERIOD of the bargaining agreement. FLSA days shall be drawn by seniority.
  - a. These days cannot be traded unless there is another day additionally drawn in the same respective mandatory period.
2. Holidays, R-day and Vacation shall be drawn by seniority.
  - a. Summer – four (4) days in a row (member's military leave for summer camp shall count as their summer draw).
  - b. Spring/Fall/Winter – eight (8) days at random.

C. Second Draw

1. Remaining days off shall be drawn by seniority
  2. These days shall be either scheduled or banked in accordance with the bargaining agreement
- D. The following rules will apply when drawing vacation
1. All days must be drawn or banked;
  2. For any days traded or changed, a day must be given up at the time of the trade or change;
  3. Any day left open by retirement will be drawn by seniority;
  4. AC/HC slot – This slot may be given on a day to day basis by seniority;
  5. No more than two (2) officers will be scheduled off at any one time in the O/F slot;
  6. The “House” Captain and Assistant Chief shall not be off at the same time;
  7. Military duty schedules must be provided to the Fire Chief as soon as the military personnel are aware of the need for leave. No change in the summer draw shall occur with subsequent written orders;
  8. An open day may be given in advance until all O/F slots are full, unless Workers Compensation, scheduled sick leave, schools (fire related), military leave etc. would fill the slots.
- E. Any need for alterations to this vacation draw shall be done by a letter of understanding, through a mutual agreement of the Fire Chief and the union.

## ARTICLE XVI - SICK LEAVE

Section 1: **SICK LEAVE CREDIT:** Each member of the bargaining unit hired prior to April 1, 1986 shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave and the accumulation of sick leave shall not be limited.

Each member of the bargaining unit hired on April 1, 1986 or thereafter, for the first five (5) years of employment, shall accumulate sick leave with pay at the rate of three and five-tenths (3.5) hours for each completed eighty (80) hours of service including all City paid leave, and the accumulation of sick leave shall not be limited.

Each member of the bargaining unit hired on April 1, 1986 or thereafter who has at least five (5) years of service with the City shall accumulate sick leave with pay at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service including all City paid leave, and the accumulation of sick leave shall not be limited.

Section 2: **SICK LEAVE APPROVAL:** The Fire Chief in conjunction with the Human Resources Department has the authority to approve the use of sick leave.

Section 3: **SICK LEAVE PROCEDURE:**

- A. A regular employee in the Fire Department may request to use sick leave under the following circumstances:
  - 1. In case of his/her own illness, pregnancy, injury or exposure to contagious disease; or
  - 2. For attendance upon members of his/her immediate family whose illness or injury requires the care of the employee; or
- B. Sick leave accruals with pay shall be charged against each employee in one quarter (1/4) hour increments.
- C. The City shall notify all employees of their accumulated sick leave credits each pay.
- D. The Director of Public Service and Safety or his designated representative may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 4: **SICK LEAVE TRANSFERRING:** Effective January 1, 1986, any employee hired by the City into a bargaining unit position shall not be credited with sick leave for prior public service except for actual service with the City of Warren, Ohio

Section 5: **BEREAVEMENT LEAVE:** In the event of a death in the employee's immediate family, (spouse, parent, step-parent, child, step-child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law), the employee shall be granted up to three (3) consecutive work days of bereavement leave. Such leave shall be paid, but not deducted from the employee's accumulated sick leave. Additional time may be approved by the Director of Public Service and Safety or his designee for special circumstances and emergencies. Any additional time shall, with the agreement of the employer and the employee, be charged to the employee's accumulated sick leave or vacation leave. (For purposes of this Agreement, a "day" consists of twenty-four (24) hours.)

Two (2) days of accumulated sick leave may be used when the death is of a more remote relative. Sick leave may be used the day of the funeral if the bargaining unit member is to perform as a pallbearer and is not related to the deceased. In the event where an employee uses accumulated sick leave due to a death, the employee will not be charged with a sick leave incident.

Section 6: **ABUSE OF SICK LEAVE:** The City maintains the right to control employee attendance and absenteeism. In the event that an employee uses an excessive amount of sick leave which cannot be justified, the following conditions will apply:

- A. Documentation. The Director of Public Service and Safety or his designee may require a signed medical certificate from a licensed physician in all of the following instances:
1. From any employee who has more than three (3) sick day incidents in any six (6) month period.
  2. From any member of the bargaining unit who has completed their new hire probationary period that has less than a fifty-two (52) hours balance of accumulated sick leave, unless the member has gone below fifty-two (52) hours because of an FMLA qualifying event.
  3. From any employee who uses more than two (2) consecutive days of sick leave.

The medical certificate must state that the employee cannot work and the expected return date.

B. Corrective action/discipline. Employees suspected of abuse of sick leave shall be subject to counseling by the Fire Chief. Further abuse shall result in progressive discipline. Falsification of either the written, signed statement to justify the use of sick leave or the medical certificate from a licensed physician shall be grounds for disciplinary action, up to and including discharge.

## ARTICLE XVII - SERVICE CONNECTED DISABILITY

Section 1: **PAYMENT OF WORKERS' COMPENSATION WAGE BENEFIT:** In the event of an injury or disease while in the active discharge of duty, the employee shall be paid Workers' Compensation Wage Benefits from the City instead of Temporary Benefits from the Bureau of Workers' Compensation, only if the employee obtains medical treatment from the City's Health Partnership Managed Care Organization, as follows:

- A. For the lost time in which medical certification has been submitted stating the need for the employee to be off work and the period of time the employee shall remain off work. An "Agreement to Reimburse" must accompany medical certification.
- B. For the lost time up to fifty-two (52) weeks, the total wages the employee will receive shall be their gross pay less their normal federal, state and city income taxes. This pay shall be non-taxable. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.
- C. For the lost time exceeding fifty-two (52) weeks the employee shall have the option to use his sick leave or vacation or be placed on unpaid Workers' Compensation leave of absence.
- D. During the lost time due to injury or disease for which the employee is receiving pay from the City, the employee shall not suffer any loss of shift differential, uniform allowance, uniform maintenance allowance, longevity, holidays, personal days, vacation, sick leave or health insurance. During this lost time due to injury, the employee shall lose four (4) reduction hours for every fifty-six (56) hours of Workers' Compensation Wage Benefits. For this period of time, the City will also continue to make the deductions (excluding taxes) from the employee's pay, which were made prior to the injury.
- E. Any employee who receives Workers' Compensation Wage Benefits during the calendar year, may request in writing with the Human Resources Department and Finance Department the period of payment of Workers' Compensation Wage Benefits be changed to sick leave for the same calendar year if the request is received by December 1 of that year. If this request is made, the City will correct all the records necessary to reflect the payment of sick leave.
- F. Any employee receiving Workers' Compensation Wage Benefits for two (2) weeks or longer, unless incapacitated as verified by employee's physician of record, shall, on each pay day, report in person or by telephone to the office of the Director of Human Resources to give an update as to the status of his or her injury and treatment. If employee fails to comply, the City may terminate the employee's Workers' Compensation Wage Benefits. The City shall notify the employee in writing, with a copy to the Union, before terminating the employee's Workers' Compensation Wage Benefits. Said writing shall state that the employee's Wage Benefits will be cancelled three (3) business days from the date of the notice unless the employee immediately contacts the Director of Human Resources.

Section 2: **REPORTING PROCEDURE:** In the event of an injury or disease while in the active discharge of duty, the employee shall be required to complete the following:

- A. An "INJURY REPORT" within seven (7) calendar days of the time of injury.

B. If time is lost, a "WORKERS' COMPENSATION FIRST REPORT OF INJURY", within seven (7) calendar days of the date and time of the inception of the lost time. When filing a claim, it shall be stated that the employee has received their wages for the lost time period for a maximum of fifty-two (52) weeks be entitled to any Workers' Compensation Wage Benefits from the City as in Section 2, the employee must have the forms completed and submitted to the Department Head within the outlined time limits. If extenuating circumstances arise because of an incapacitating injury, the injured employee's Department Head shall make every effort to have the forms submitted timely and if unable to do so the time limits may be extended. If the injured employee fails to submit the forms timely, the amount of time he lost due to injury or disease shall be charged as sick leave. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

Section 3: **BUREAU DETERMINATION PROCEDURE:** Any employee who is paid as specified in Section 2, shall abide by the following procedure:

- A. If the Bureau of Workers' Compensation allows the claim, the wages paid for such claim shall be approved.
- B. If the Bureau of Workers' Compensation disallows the claim, the wages paid for the lost time period shall be recovered from the,
  - 1). Reduction of Sick Leave
  - 2). Reduction of Vacation Balance
  - 3). Payroll Deduction
- C. After B above has been followed and the Bureau of Workers' Compensation later allows the claim, through appeal, that was initially disallowed, the employee shall be entitled to receive Workers' Compensation Wage Benefits from the City for such lost time period. All processes will then be handled retroactively as if the employee had a claim that was initially allowed.

Section 4: **CITY'S SHARE OF PENSION:** The city shall pay the employer's share of pension payments for the time lost while the employee is receiving pay from the City to assure that such time is credited as service time.

Section 5: **LIGHT DUTY:** The City shall find alternate work assignments for employees on injury or disease leave who may be able to perform lighter duties. This duty shall be on the employee's regular shift within the Fire Department. To be eligible for light duty, an employee must be progressing towards regular duty.

Section 6: **PHYSICAL EXAMINATIONS:** The City at its discretion, may require an employee who is receiving service connected injury benefits, to submit to a physical examination conducted by a facility approved to make a functional capacity evaluation.

The examination will be arranged and paid for by the City of Warren and notification by the City shall not be less than three (3) working days before the scheduled examination.

The employee shall sign a release of medical information form allowing the facility to release the results of the physical examination to the City and the Union.

The purpose of the examination is to determine if the employee should remain on injury or disease leave or return to work in either his/her regular job or light duty work. If it is determined by the facility verified by the prescribing physician that an employee is capable of returning to his/her regular or special assigned duties and the employee fails to report to work as scheduled, the employee will no longer be eligible to receive pay benefits under the service connected injury leave contractual provisions.

The employee who has not returned to work and is not eligible to receive continued service connected injury benefits may elect to try to receive temporary total benefits from the State of Ohio. However, the City may elect to appeal such action using the documentation received from the facility.

If it is determined that an employee can return to work, the employee will be scheduled by the City to return to work four (4) work days from the posting date of the certified written notice. Failure to report to work as scheduled will result in the loss of service connected injury benefits as set forth in the labor contract.

**AGREEMENT TO REIMBURSE**

The purpose of this agreement is to insure that any Workers' Compensation Wage Benefits paid by the City in advance of a claim determination by the Ohio Bureau of Workers' Compensation are automatically repayable to the City if the claim is disallowed by the Bureau.

I, \_\_\_\_\_, hereby agree to reimburse the City of Warren for any amounts which I may receive per the provisions of the Workers' Compensation Wage Benefits as set forth in the Labor Contract and which commenced on \_\_\_\_\_ and to which I would not be entitled in the event that the Ohio Bureau of Workers' Compensation disallows the claim.

Under such circumstances, repayment of the monies received will be made in the following manner:

- 1). Reduction of sick leave credit hours.
- 2). Reduction of vacation credit hours.

If sufficient sick leave and vacation credit hours do not exist to fully recover the paid Workers' Compensation Wage Benefits, I hereby authorize the City of Warren to deduct a reasonable amount not to exceed fifty dollars (\$50.00) per pay from my earnings until the required amount is fully reimbursed.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Social Security Number

Accepted for the City of Warren by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ARTICLE XVIII - EXEMPLARY ATTENDANCE BONUS**

If a fireman has perfect attendance, he will be paid a bonus as follows:

January 1 thru April 30	\$100.00
May 1 thru August 31	400.00
September 1 thru December 31	100.00

This payment shall be made on the last pay in May, September and January respectively. The only days that a fireman can take off and still have perfect attendance are the benefit days for vacation, holidays, "R" time, personal days, bereavement leave used for death of a member of the immediate family (i.e. spouse, parent, stepparent, child, stepchild, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law) and Workers' Compensation Wage Benefits paid on the day of injury.

To coincide with the paying of bonuses and reducing the need for overtime, a fireman must justify the use of more than one (1) sick leave day during any of the four (4) month periods by submitting a signed Medical Certificate or satisfactory written, signed statement as approved by the Human Resources Department. Falsification of either a written, signed statement or a medical certificate shall be grounds for disciplinary action including dismissal. The form shall be provided by the City.

**ARTICLE XIX - EDUCATIONAL COURSES**

**Section 1:** The City will make full payment of fees and tuition for any approved university course relating to firefighting, training, or related courses, up to six (6) credit hours per semester. The number of such attendants will be determined by the Administration. The City will approve arrangements for such Firefighters to attend said courses with the allowance of travel time of a maximum of one (1) hour each way, to and from the college selected. The Firefighters will not lose any pay for such travel time, or time attending classes during their regularly scheduled working period. The attending Firefighters will maintain passing grades and, upon request of the Administration, will furnish confirmation of attendance and passing grades. If passing grades are not maintained, the Firefighters will be held liable to repay the City all monies allocated to him or paid on his behalf. To be eligible to attend, Firefighters must be accepted by the University and meet their requirements, and must have completed two (2) full years of employment with the Warren City Fire Department, or will repay to the City all monies allocated to him or paid on his behalf.

**Section 2:** Bargaining Unit members who obtain a fire science or related Associate, Bachelor's or Master's Degree from an accredited college or university shall be paid for the highest degree obtained as follows:

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

Related degrees shall directly relate to fire science or other job function normally performed by the Warren City Fire Department.

## ARTICLE XX - MILITARY LEAVE

A. Firefighters who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence without loss of pay for the time they are performing service in the uniformed services, for periods of up to thirty (30) calendar days, for each calendar year in which they are performing service in the uniformed services.

1. As used in this section "service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923, of Revised Code. "Service in the uniformed services" includes also the period of time for which a firefighter is absent for the purposes of an examination to determine the fitness of the firefighter to perform any duty described in this division.

B. Except as otherwise provided in division (D) of this section, any firefighter who is entitled to the leave provided under division (A) of this section, and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the firefighter performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to section 5919.29 of the Revised Code is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, (the firefighter shall lose the appropriate benefits (e.g. "R" days, vacations) the lesser of the following:

1. The difference between the firefighter's gross wages and the sum of the firefighter's gross uniformed pay and allowance received that month;
2. Five hundred dollars (\$500.00)

C. No firefighter shall receive payments under division (B) of this section if the sum of the firefighter's gross uniformed pay and allowances received in a pay period exceeds the firefighter's gross wage for that period or if the firefighter is receiving pay under division (A) of this section.

D. Each firefighter who is entitled to leave provided under division (A) or (B) of this section shall submit to the Director of Public Service and Safety the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to being credited with that leave.

## **ARTICLE XXI - EQUIPMENT SAFETY**

It is recognized by the City that the job of Firefighter/Paramedic is exceptionally hazardous. To reduce the damages as far as possible, the City shall provide each Firefighter or Firefighter/Paramedic with modern safety equipment and accessories including but not limited to masks, helmets, gloves, and any and all protective gear.

Further, the City shall also provide all equipment for the use of the Firefighter or Firefighter/Paramedic necessary for the efficient and safe performance of their duties, including but not limited to proper cleaning accessories and equipment necessary for the maintenance and effectiveness of said equipment.

**ARTICLE XXII - BUILDING AND GROUNDS MAINTENANCE**

The City will be responsible for the following building and grounds maintenance at each of its Fire Department stations:

Yard work such as lawn mowing; snow removal in vehicular areas; yearly spring cleaning; as specified by the Chief of the Fire Department; structural repairs and painting; to include permanent building fixtures.

The respective department involved will supervise the maintenance work.

The City's responsibility is contingent upon adequate and necessary manpower and funds to fulfill the needs of the City's overall operations.

## **ARTICLE XXIII - RULES AND REGULATIONS**

Section 1: The current Fire Department Rules and Regulations are in effect.

Section 2: The City may adopt, change, or modify work rules, whenever the City changes work rules or issues new work rules, the Union will be given at least fifteen (15) days prior notice, absent an emergency, before the effective date, in order that the Union may discuss said rules with the City before they become effective, if the Union so requests.

## ARTICLE XXIV - TERMINATION OF AGREEMENT

- A. Except as otherwise provided elsewhere in this Agreement, this Agreement shall terminate at the expiration of ninety (90) days after either party shall give written notice of termination to the other party, but, in any event, shall not terminate earlier than midnight, December 31, 2016.
- B. If either party gives such notice, it may include therein notice of its desire to amend, modify, changes, or terminate this Agreement.
- C. All provisions of this Agreement shall become effective as of January 1, 2014 except as otherwise provided for, and shall remain in effect until December 31, 2016 and shall remain in effect there after unless written notice is filed as provided for in subsection A above. Should written notice be filed, the first meeting shall be held within ten (10) days from receipt of such notice.
- D. Any notice required or permitted to be given hereunder, either party to the other, shall be conclusively deemed to have been duly given when mailed, postage prepaid, by registered mail, addressed when to the Union, President, International Association of Firefighters, Local #204, 111 South Street, Warren, Ohio 44483 or to the City when addressed, Director of Public Service and Safety, City of Warren, Ohio 391 Mahoning Ave., N.W., Warren, Ohio 44483-4634.

## ARTICLE XXV - SEVERABILITY CLAUSE

Section 1: This Agreement is subject to all applicable federal and state laws, rules and regulations, and such laws, provisions, or any judicial decisions interpreting them, which have not been specifically modified by this Agreement. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2: The parties agree that should any provisions of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language.

## ARTICLE XXVI – HEALTH CARE BENEFITS

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

1. No coverage shall apply until a new employee has completed thirty (30) calendar days of service.
2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave).
3. No coverage shall apply immediately after separation or termination.

Benefits shall be as outlined in the Exhibit A (Option 1) or Exhibit B (Option 2) schedules (Exhibit B schedules shall apply for those members hired after January 1, 2011 and any member electing Option 2) as follows:

- 1). Dental Benefits: Dental Cap is \$2,000
- 2). Vision Benefits: The City will contribute \$6.95 per month to the AFSCME Ohio Care Plan for all bargaining unit members for benefits as determined by the Union.

Benefits shall continue to be provided by such method and through such carriers, if any, as the City in its sole discretion shall determine. Any contracts entered into by the City with respect to the existing benefits and the changes made herein shall be consistent with this Article.

### Exhibit A or Option 1 (Offered to members hired prior to January 1, 2011 only):

Employees shall contribute ten percent (10%) of the total monthly premium as determined by the insurance carrier's actuary for medical, hospitalization, prescription and dental coverage. During the first year of this agreement, employee's contribution shall not exceed \$40.00 per month for single coverage and \$80.00 per month for family coverage. During the second year of this agreement, employee's contribution shall not exceed \$50.00 per month for single coverage and \$100.00 per month for family coverage. During the third year of this agreement, employee's contribution shall not exceed \$50.00 per month for single coverage and \$100.00 per month for family coverage.

### Exhibit B or Option 2 (Offered to members hired prior to January 1, 2011 and MANDATED for members hired after January 1, 2011):

Employees shall have the choice to select Option 2 with benefits as in Exhibit B. Employees who elect Option 2 shall not pay a premium contribution. Employees electing Option 2 shall do so no later than thirty (30) calendar days after the effective date of this agreement and thereafter may elect Option 2 during open enrollment of each year. Eligible employees who make no election shall be covered under Option 1.

Note: Exhibit A or Option 1 is nine (9) pages  
Exhibit B or Option 2 is nine (9) pages

# Your Summary of Benefits



**City of Warren  
Blue Access® (PPO) – IAFF, Local #204**

**Exhibit A –Option 1**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	<b>\$250/\$500</b>	<b>\$500/\$1,000</b>
<b>Out-of-Pocket Limit (Single/Family)</b>	<b>\$625/\$1,250</b>	<b>\$1,500/\$3,000</b>
<b>Physician Home and Office Services (PCP/SCP)</b> <b>Primary Care Physician (PCP)/</b> <b>Specialty Care Physician (SCP)</b> <b>Including Office Surgeries and allergy serum:</b> <ul style="list-style-type: none"> <li>● allergy injections (PCP and SCP)</li> <li>● allergy testing</li> <li>● MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	<b>\$25</b> <b>\$25</b>  <b>10%</b> <b>10%</b> <b>10%</b>	<b>30%</b> <b>30%</b>  <b>30%</b> <b>30%</b> <b>30%</b>
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>● Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	<b>No Cost Share</b>	<b>30%</b>
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>● <b>facility/other covered services</b> (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>● MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>● Allergy injections</li> <li>● <b>Allergy testing</b></li> </ul>	<b>10%</b>  <b>\$25; then 100%</b>  <b>10%</b> <b>10%</b> <b>10%</b>	<b>10%</b>  <b>\$25; then 100%</b>  <b>30%</b> <b>30%</b> <b>30%</b>
<b>Inpatient and Outpatient Professional Services</b> <b>Include but are not limited to:</b> <ul style="list-style-type: none"> <li>● Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	<b>10%</b>	<b>30%</b>

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>90 days for skilled nursing facility</li> </ul>	10%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	10%	30%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	10%          0% 10%	30%          0% 10%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> <b>Limits apply to:</b> <ul style="list-style-type: none"> <li>Cardiac Rehabilitation: <b>36 visits</b></li> <li>Pulmonary Rehabilitation: <b>20 visits</b></li> <li>Physical Therapy: <b>30 visits</b></li> <li>Occupational Therapy: <b>30 visits</b></li> <li>Manipulation Therapy: <b>30 visits</b></li> <li>Speech therapy: <b>30 visits</b></li> </ul>	\$25/\$25          10%	30%          30%
<b>Accidental Dental: Unlimited per accident (Network and Non-network combined)</b>	<b>Copayments/Coinsurance based on setting where covered services are received</b>	30%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	10% \$25/\$25 10% <b>Benefits provided in accordance with Federal Mental Health Parity</b>	30% 30% 30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No Cost Share	30%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Prescription Drugs</b> <b>Network Tier structure equals 1/2/3 (and 4, if applicable)</b> <ul style="list-style-type: none"> <li>○ <b>Network Retail Pharmacies:</b> (30-day supply)</li> <li>○ <b>Home Delivery Service:</b> (90-day supply)</li> <li>○ <b>Specialty Medications</b> must be obtained via our Specialty Pharmacy network in order to receive network level benefits.</li> <li>○ <b>Mandatory Mail-in</b> for all maintenance prescriptions.</li> <li>○ <b>Erectile dysfunction Drugs</b></li> </ul>	  <b>\$10/\$25/\$35/25% w \$150 max</b>  <b>\$20/\$50/\$70/25% w \$150 max</b>    <b>Not covered</b>	  <b>50%,min. \$35</b>      <b>Not covered</b>

**Notes:**

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

2 We encourage you to review the Schedule of Benefits for limitations.

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

4 **If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Retail and Home Delivery-Service combined.**

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

**Precertification:**

# Your Summary of Benefits

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Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: none**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

**This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval**

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.



## Summary of Benefits

### Dental Benefit Summary

<b>Group ID:</b>	00487523	<b>Coverage Type:</b>	Contributory
<b>Group Name:</b>	CITY OF WARREN	<b>Class:</b>	0001 ALL ELIGIBLE EMPLOYEES
<b>Waiting Period:</b>	30 day(s)	<b>As of Date:</b>	01/24/2014

### Plan Information

Your dental network is: Dental - DentalGuard Pref NAP - Ohio

### Coverage Information

	Dental - DentalGuard Pref NAP - Ohio	
<b>What's the most cost-effective way to use dental insurance?</b>	You may go to any dentist, however those who belong to the <b>Dental - DentalGuard Pref NAP - Ohio</b> network will be most cost effective.	
	In Network	Out of Network
<b>Calendar year deductible</b>	Deductible shown in Out of Network is a combined deductible for in and out of network services.	\$50, Each family member must satisfy their individual deductible amount.
Preventive		Waived
Basic		Not Waived
Major		Not Waived
<b>Calendar Year Maximum Benefit</b>	The amount shown in the out of network field is your combined Calendar Year maximum for both in and out of network services.	\$2,000
<b>Lifetime Orthodontia Maximum</b>	The amount shown in the out of network field is your combined Lifetime Orthodontia Maximum for both in and out of network services	\$2,000
<b>Maximum rollover</b>	Not Available	Not Available
<b>Monthly Switch</b>	Not Available	Not Available
	How much does the plan pay?	How much does the plan pay?(as a percentage of reasonable and customary.)
<b>Office Visit Co-pay (one office visit may cover multiple services)</b>	None	None
<b>Preventive Care:</b>	100%	100%

	<b>Dental - DentalGuard Pref NAP - Ohio</b>	
<b>What's the most cost-effective way to use dental insurance?</b>	You may go to any dentist, however those who belong to the <b>Dental - DentalGuard Pref NAP - Ohio</b> network will be most cost effective.	
	In Network	Out of Network
Bitewing X-Rays	100%	100%
Full Mouth X-Rays	100%	100%
Cleaning	100%	100%
Oral Exams	100%	100%
Sealants (per tooth)	100%	100%
<b>Basic Care:</b>	80%	80%
Fillings (one surface)	80%	80%
General Anesthesia <sup>1</sup>	80%	80%
Scaling & Root Planing (per quadrant)	80%	80%
Simple Extractions	80%	80%
<b>Major Care:</b>	80%	80%
Dentures	80%	80%
Single Crowns	80%	80%
<b>Orthodontia</b>	80%	80%

### General Exclusions

Important Information about Guardian's DentalGuard Indemnity and DentalGuard Preferred PPO plans:

This policy provides dental insurance only. Coverage is limited to charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury.

Deductibles apply.

The plan does not pay for:

- Oral hygiene services (except as covered under preventive services),
- Orthodontia (unless expressly provided for),
- Cosmetic or experimental treatments (unless they are expressly provided for).
- Any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment.

The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DG2000 et al.

Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000



1 Restrictions apply and may be subject to medical necessity.

This Benefit Summary is for illustrative purposes. Your benefits booklet will show exactly what is covered and/or excluded under your plan. If there is a discrepancy between this Benefit Summary and your benefit booklet, the benefit booklet prevails.

Definitions shown on this site are in summary form and are for general informational purposes. The terms of the insurance contract prevails.

## HOW TO OBTAIN YOUR VISION BENEFITS

1. Call the Vision Care Provider at the telephone number on the enclosed provider list and make an appointment for an eye examination. You must first call to make an appointment for an examination.
2. Contact your Ohio AFSCME Care Plan office. The address and telephone number of the office is:

### Cleveland

1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114  
216.781.8420  
800.526.7201

State your name, social security number, where you work and that you wish to receive an Eye Care Benefits Certificate. State whether the appointment is for yourself or for a covered dependent.

3. If you are eligible, you will receive an Eye Care Benefits Certificate in the mail. It must be used prior to the validation date shown on the Certificate.
4. Take the Certificate with you to the Vision Care Center, and countersign it in the presence of personnel at the provider.
5. If you request or require optical supplies other than those expressly covered by the Plan, you must make arrangements with the provider to pay the surcharges directly.

### Open Panel Reimbursement Plan (Allows you to use a vision provider of your own choice)

Vision Care Benefit. The Plan will help pay for the cost of an eye examination, frame and lenses or contact lenses. The maximum amount payable by the Plan is described in the chart in the Vision Care Benefit section.

### Vision Care Benefit Schedule

Eye Examination

### Plan Payment

up to \$30.00

### Materials

Frames, including fitting charge/case hardening

up to \$40.00

Lenses, per pair including fitting charge/case hardening

up to \$30.00

Single Vision/White

up to \$30.00

Bifocal/White

up to \$40.00

Trifocal/White

up to \$50.00

Tint, if prescribed by doctor of pathology

Rose, 1 & 2, indoor tint

up to \$6.00

Rose, 3 or darker

up to \$6.00

Contact Lenses, per pair

up to \$75.00

### How to file a Claim

1. When you have a claim or anticipate having a claim which is incurred on or after the effective date of your Vision Care coverage, obtain a Vision Care Claim Form from the Plan Office.
2. Complete the Employee Statement of Claim portion of the form and present it to the doctor or provider of service. Then return the Claim Form to the Plan Office.
3. Upon receipt of the completed Claim Form, the Plan Office will process the claim and will contact you if further information is necessary.

All claims must be submitted by December 31 after the end of the calendar year in which the expense for the vision benefit was paid. For example, all benefit claims for 2002 must be submitted to the Plan office by December 31, 2003.

### AFSCME Care Plan Selected Providers

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>County</b>	<b>Phone No.</b>
Dr. Jeffrey Patterson	1300 S. Canfield-Niles Rd.	Austintown	44515	Mahoning	330.792.9900
JCPenney Optical	5555 Youngstown-Warren Rd.	Niles	44446	Trumbull	330.544.8813
JCPenney Optical	I 70 and Bainfield Rd.	St. Clairsville	43950	Belmont	740.695.3822
JCPenney Optical	7401 Market Street	Youngstown	44512	Mahoning	330.758.5671
Optical Vision of Youngstown	2959 Canfield Rd.	Youngstown	44511	Mahoning	330.792.7045
Sears Optical	5320 Youngstown Rd.	Niles	44446	Trumbull	330.652.9097
Sears Optical	67800 Mall Ring Rd. #100	St. Clairsville	43950	Belmont	740.695.8047
Sears Optical	100 Mall Drive	Steubenville	43952	Jefferson	740.266.1213
Sears Optical	7401 Market St	Youngstown	44512	Mahoning	330.758.7315
Target Optical	5555 Youngstown-Warren Rd.	Niles	44446	Trumbull	330.505.9563
Union Eyes Optical Inc.	229 Churchill-Hubbard Rd.	Youngstown	44505	Mahoning	330.759.7846

# Your Summary of Benefits



**City of Warren  
Blue Access® (PPO) – IAFF, Local #204**

**Exhibit B- Option 2**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	<b>\$750/\$1,500</b>	<b>\$1,500/\$3,000</b>
<b>Out-of-Pocket Limit (Single/Family)</b>	<b>\$2,500/\$5,000</b>	<b>\$5,000/\$10,000</b>
<b>Physician Home and Office Services (PCP/SCP)</b> <b>Primary Care Physician (PCP)/</b> <b>Specialty Care Physician (SCP)</b> <b>Including Office Surgeries and allergy serum:</b> <ul style="list-style-type: none"> <li>o allergy injections (PCP and SCP)</li> <li>o allergy testing</li> <li>o diabetic education (regardless of outpatient setting)</li> <li>o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	<b>\$35</b> <b>\$40</b>  <b>20%</b> <b>20%</b> <b>\$35</b>  <b>20%</b>	<b>40%</b> <b>40%</b>  <b>40%</b> <b>40%</b> <b>40%</b>  <b>40%</b>
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>o Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	<b>No Cost Share</b>	<b>40%</b>
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>o <b>facility/other covered services</b> (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>o MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>o Allergy injections</li> <li>o <b>Allergy testing</b></li> </ul>	 <b>\$150/20%</b>  <b>\$75</b>  <b>20%</b>  <b>20%</b> <b>20%</b>	 <b>\$150/20%</b>  <b>\$75</b>  <b>40%</b>  <b>40%</b> <b>40%</b>

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company, An independent licensee of the Blue Cross and Blue Shield Association.  
 ®Registered marks Blue Cross and Blue Shield Association.

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Inpatient and Outpatient Professional Services</b> <b>Include but are not limited to:</b> <ul style="list-style-type: none"> <li>Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	20%	40%
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>90 days for skilled nursing facility</li> </ul>	20%	40%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	20%	40%
<b>Other Outpatient Services including but not limited to:</b> <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	20%           <b>No Cost Share</b> 20%	40%           <b>No Cost Share</b> 20%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> <b>Limits apply to:</b> <ul style="list-style-type: none"> <li>Cardiac Rehabilitation: <b>36 visits</b></li> <li>Pulmonary Rehabilitation: <b>20 visits</b></li> <li>Physical Therapy: <b>30 visits</b></li> <li>Occupational Therapy: <b>30 visits</b></li> <li>Manipulation Therapy: <b>30 visits</b></li> <li>Speech therapy: <b>30 visits</b></li> </ul>	\$35/\$40           20%	40%           40%
<b>Accidental Dental:</b> Unlimited per accident (Network and Non-network combined)	<b>Copayments/Coinsurance based on setting where covered services are received</b>	40%

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	20% \$35/\$40 20% <b>Benefits provided in accordance with Federal Mental Health Parity</b>	40% 40% 40%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	<b>No Cost Share</b>	<b>40%</b>
Prescription Drugs <b>Network Tier structure equals 1/2/3 (and 4, if applicable)</b> <ul style="list-style-type: none"> <li><b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li><b>Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> <li><b>Mandatory Mail-in</b> for all maintenance prescriptions.</li> <li><b>Erectile dysfunction Drugs</b></li> </ul> <b>Member may be responsible for additional cost when not selecting the available generic drug.</b> Specialty Medications are limited up to a 30 day supply regardless of whether they are retail or mail service.	\$15/\$30/\$45/25% w \$150 max \$30/\$60/\$90/25% w \$150 max. <b>Out of Pocket Limit::</b> <b>None</b>  <b>Not covered</b>	50%, min. \$40  <b>Not covered</b>  <b>Not covered</b>

## Notes:

- All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

# Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year and 164 visits/lifetime.

2 We encourage you to review the Schedule of Benefits for limitations.

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

4 **If applicable, all prescription drug expenses except tier 1, (Network Retail/Home Delivery-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Retail and Home Delivery-Service combined.**

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

#### Pre-certification:

Members are encouraged to always obtain prior approval when using non-network providers. Pre-certification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: none**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

**This benefit overview is for illustrative purposes and some content may be pending Ohio Department of Insurance approval**

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.



## Summary of Benefits

### Dental Benefit Summary

<b>Group ID:</b>	00487523	<b>Coverage Type:</b>	Contributory
<b>Group Name:</b>	CITY OF WARREN	<b>Class:</b>	0001 ALL ELIGIBLE EMPLOYEES
<b>Waiting Period:</b>	30 day(s)	<b>As of Date:</b>	01/24/2014

### Plan Information

Your dental network is: Dental - DentalGuard Pref NAP - Ohio

### Coverage Information

	Dental - DentalGuard Pref NAP - Ohio	
<b>What's the most cost-effective way to use dental insurance?</b>	You may go to any dentist, however those who belong to the <b>Dental - DentalGuard Pref NAP - Ohio</b> network will be most cost effective.	
	In Network	Out of Network
<b>Calendar year deductible</b>	Deductible shown in Out of Network is a combined deductible for in and out of network services.	\$50, Each family member must satisfy their individual deductible amount.
Preventive		Waived
Basic		Not Waived
Major		Not Waived
<b>Calendar Year Maximum Benefit</b>	The amount shown in the out of network field is your combined Calendar Year maximum for both in and out of network services.	\$2,000
<b>Lifetime Orthodontia Maximum</b>	The amount shown in the out of network field is your combined Lifetime Orthodontia Maximum for both in and out of network services	\$2,000
<b>Maximum rollover</b>	Not Available	Not Available
<b>Monthly Switch</b>	Not Available	Not Available
	How much does the plan pay?	How much does the plan pay?(as a percentage of reasonable and customary.)
<b>Office Visit Co-pay (one office visit may cover multiple services)</b>	None	None
<b>Preventive Care:</b>	100%	100%

Dental - DentalGuard Pref NAP - Ohio		
<b>What's the most cost-effective way to use dental insurance?</b>	You may go to any dentist, however those who belong to the <b>Dental - DentalGuard Pref NAP - Ohio</b> network will be most cost effective.	
	In Network	Out of Network
Bitewing X-Rays	100%	100%
Full Mouth X-Rays	100%	100%
Cleaning	100%	100%
Oral Exams	100%	100%
Sealants (per tooth)	100%	100%
<b>Basic Care:</b>	80%	80%
Fillings (one surface)	80%	80%
General Anesthesia <sup>1</sup>	80%	80%
Scaling & Root Planing (per quadrant)	80%	80%
Simple Extractions	80%	80%
<b>Major Care:</b>	80%	80%
Dentures	80%	80%
Single Crowns	80%	80%
<b>Orthodontia</b>	80%	80%

### General Exclusions

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This policy provides dental insurance only. Coverage is limited to charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury.

Deductibles apply.

The plan does not pay for:

- Oral hygiene services (except as covered under preventive services),
- Orthodontia (unless expressly provided for),
- Cosmetic or experimental treatments (unless they are expressly provided for).
- Any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment.

The plan limits benefits for diagnostic consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-1-DG2000 et al.

Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000

1 Restrictions apply and may be subject to medical necessity.

This Benefit Summary is for illustrative purposes. Your benefits booklet will show exactly what is covered and/or excluded under your plan. If there is a discrepancy between this Benefit Summary and your benefit booklet, the benefit booklet prevails.

Definitions shown on this site are in summary form and are for general informational purposes. The terms of the insurance contract prevails.

## HOW TO OBTAIN YOUR VISION BENEFITS

1. Call the Vision Care Provider at the telephone number on the enclosed provider list and make an appointment for an eye examination. You must first call to make an appointment for an examination.
2. Contact your Ohio AFSCME Care Plan office. The address and telephone number of the office is:

### Cleveland

1603 East 27<sup>th</sup> Street  
Cleveland, Ohio 44114  
216.781.8420  
800.526.7201

State your name, social security number, where you work and that you wish to receive an Eye Care Benefits Certificate. State whether the appointment is for yourself or for a covered dependent.

3. If you are eligible, you will receive an Eye Care Benefits Certificate in the mail. It must be used prior to the validation date shown on the Certificate.
4. Take the Certificate with you to the Vision Care Center, and countersign it in the presence of personnel at the provider.
5. If you request or require optical supplies other than those expressly covered by the Plan, you must make arrangements with the provider to pay the surcharges directly.

### Open Panel Reimbursement Plan (Allows you to use a vision provider of your own choice)

Vision Care Benefit. The Plan will help pay for the cost of an eye examination, frame and lenses or contact lenses. The maximum amount payable by the Plan is described in the chart in the Vision Care Benefit section.

### Vision Care Benefit Schedule

### Plan Payment

Eye Examination	up to \$30.00
Materials	
Frames, including fitting charge/case hardening	up to \$40.00
Lenses, per pair including fitting charge/case hardening	up to \$30.00
Single Vision/White	up to \$30.00
Bifocal/White	up to \$40.00
Trifocal/White	up to \$50.00
Tint, if prescribed by doctor of pathology	
Rose, 1 & 2, indoor tint	up to \$6.00
Rose, 3 or darker	up to \$6.00
Contact Lenses, per pair	up to \$75.00

### How to file a Claim

1. When you have a claim or anticipate having a claim which is incurred on or after the effective date of your Vision Care coverage, obtain a Vision Care Claim Form from the Plan Office.
2. Complete the Employee Statement of Claim portion of the form and present it to the doctor or provider of service. Then return the Claim Form to the Plan Office.
3. Upon receipt of the completed Claim Form, the Plan Office will process the claim and will contact you if further information is necessary.

All claims must be submitted by December 31 after the end of the calendar year in which the expense for the vision benefit was paid. For example, all benefit claims for 2002 must be submitted to the Plan office by December 31, 2003.

### AFSCME Care Plan Selected Providers

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>	<b>County</b>	<b>Phone No.</b>
Dr. Jeffrey Patterson	1300 S. Canfield-Niles Rd.	Austintown	44515	Mahoning	330.792.9900
JCPenney Optical	5555 Youngstown-Warren Rd.	Niles	44446	Trumbull	330.544.8813
JCPenney Optical	I 70 and Bainfield Rd.	St. Clairsville	43950	Belmont	740.695.3822
JCPenney Optical	7401 Market Street	Youngstown	44512	Mahoning	330.758.5671
Optical Vision of Youngstown	2959 Canfield Rd.	Youngstown	44511	Mahoning	330.792.7045
Sears Optical	5320 Youngstown Rd.	Niles	44446	Trumbull	330.652.9097
Sears Optical	67800 Mall Ring Rd. #100	St. Clairsville	43950	Belmont	740.695.8047
Sears Optical	100 Mall Drive	Steubenville	43952	Jefferson	740.266.1213
Sears Optical	7401 Market St	Youngstown	44512	Mahoning	330.758.7315
Target Optical	5555 Youngstown-Warren Rd.	Niles	44446	Trumbull	330.505.9563
Union Eyes Optical Inc.	229 Churchill-Hubbard Rd.	Youngstown	44505	Mahoning	330.759.7846

## ARTICLE XXVII - FAMILY AND MEDICAL LEAVE

Employees who have worked for a minimum of twelve (12) months and twelve hundred fifty (1250) hours over the previous twelve-month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

An employee shall be granted a leave of absence for up to twelve (12) workweeks for one the following reasons:

1. for the birth of or placement of a child for adoption or foster care; or
2. to care for an immediate family member (spouse, child or parent) with a serious health condition; or
3. to take medical leave when the employee is unable to work because of a serious health condition.

Family and medical leave shall be limited as follows:

1. To the twelve (12) month period starting from the birth or placement of a child or the first day of need due to a serious health condition.
2. To a combined total of twelve (12) workweeks if both spouses are employed by the City for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.
3. The leave must be taken in consecutive twenty-four (24) hour work days except where it has been determined that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced workweek.

Intermittent or reduced workweek family and medical leaves will only be considered in cases of serious health condition of the employee or an immediate family member.

Intermittent or reduced workweek family and medical leaves will not be granted for birth or because of placement for adoption or foster care of a child.

During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement. One (1) twenty four (24) hour workday will equal three (3) calendar days.

4. All family and medical leave shall be unpaid except that for the birth of or placement of a child for adoption or foster care, the employee may use up to twelve (12) weeks of sick leave from the birth of or placement of a child for adoption or foster care.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

1. any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;
2. any period of incapacity requiring absence of more than three (3) calendar days from work, school or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or,
3. continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in a period of incapacity of more than three (3) calendar days and for prenatal care.

Health care providers include:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or,
2. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice under State law; or,
3. nurse practitioners and nurse mid-wives authorized to practice under State law and performing within the scope of their practice as defined under State law; or,
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

Health insurance coverage will be maintained during family and medical leave but shall stop if and when an employee informs the City of an intent not to return to work at the end of the leave period or if the employee fails to return to work when the family and medical leave entitlement is used up.

Employees seeking to use family and medical leave must provide:

1. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
2. medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member on the form provided by the City;

3. second and third medical opinions and periodic recertification when the City requires such at the City's expense;
4. periodic reports during family and medical leave on the employee's status and intent to return to work; and,
5. a "fitness-for-duty" certification to return to work.

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

**ARTICLE XXVIII - LIFE INSURANCE**

Life Insurance benefits for bargaining unit employees is as follows:

Life Insurance

Accidental Death and Dismemberment Insurance

\$20,000

\$20,000

## **ARTICLE XXIX – PAY DISBURSEMENT**

Employees shall receive their pay checks on a biweekly basis. Disbursement shall be at 8:00 a.m. on the Friday of each biweekly pay period. If the aforementioned Friday is a holiday, paychecks shall be disbursed no later than 4:30 p.m., Thursday. The pay checks shall reflect the pay up to the date of payment. Each pay check shall reflect one hundred four (104) hours of pay.

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

## ARTICLE XXX – DRUG AND ALCOHOL POLICY

### **I. PURPOSE**

Employees are the company's most valuable resource, and for that reason their safety and health is of paramount concern. The City of Warren maintains a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of safety and health. Consistent with the spirit and intent of this commitment, the City expects employees to report for work in proper condition to perform their duties. The intent of this policy is to prevent you from using or possessing drugs and alcohol in the working environment or from showing up with them in your system. Use of these substances poses a serious threat to the health and safety of all employees.

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Accordingly, the City of Warren's policy prohibits the unlawful manufacture, distribution, dispensing, possession, use or working while under the influence of an illegal drug, as well as the use of any substance that adversely affects safety, productivity or job performance. The policy prohibits the use of alcohol while on duty or on City premises.

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### **II. EMPLOYEE RESPONSIBILITIES**

Under this policy, employees are responsible for the following actions:

- A. Avoiding the use of, and any involvement with, illegal drugs;
- B. Avoiding use of alcohol while on City premises and controlling off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance;
- C. Using medication or prescription drugs only in accordance with prescriptions and physician's directives and providing notice to supervisors of such use in accordance with Section III.C. of this policy;
- D. Abiding by the terms of this policy;
- E. If convicted of violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace, notifying City management within five (5) calendar days of the conviction.

### **III. PROHIBITIONS**

#### **A. Illegal Drugs**

The manufacture, use, sale, trafficking, purchase, transfer, distribution, dispensing or possession of any illegal drug by any employee while on duty, or on or about the City's premises, is prohibited and shall result in discipline, up to and including termination of the individual's employment (and may subject the individual to criminal prosecution).

#### **B. Alcohol**

The unauthorized use of alcohol by an employee while on the City's premises shall be subject to disciplinary action, up to and including termination of employment.

Off-duty use of alcohol must not affect safety, productivity or performance while on the job.

#### **C. Medications**

In certain situations, an employee's use of medication can pose a risk to the safety of the employee or to others. If an employee's use of any medication could adversely affect the safety of the employee, co-workers or members of the public; the employee's job performance; or safe or efficient City operation, then the employee must provide his/her supervisor with a physician's notice that specifies any on-duty-related limitations resulting from use of the medication. Failure to provide such notice of work limitation will subject the employee to disciplinary action, up to and including termination of employment.

### **IV. EMPLOYEE ASSISTANCE**

It is the City's policy to help any employee who has a substance-abuse problem, especially in situations where the individual seeks assistance. We will attempt to accommodate an employee who seeks and undergoes treatment and will attempt to protect the privacy of the individual.

If you seek assistance for a problem with drugs or alcohol, contact employee assistance coordinator about available counseling, rehabilitation and employee assistance.

You also can call toll free the National Institute on Drug Abuse Hotline at 1-800-662-HELP.

Please do not hesitate to contact the employee assistance coordinator if you have any questions about employee assistance for a drug or alcohol problem. Some forms of assistance may include the following:

- Identify treatment resources;
- Provide access to resource file on providers of assistance;
- Provide problem assessment;
- Provide confidential counseling;
- Provide referral to counseling and/or treatment;
- Provide crisis intervention;
- Provide family support services;
- Conduct follow-ups during and after treatment;
- Conduct evaluation of job performance before and after program contact;
- Review insurance coverage (including out-patient as well as in-patient treatment); and
- Institute a mechanism to review employee complaints.

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While we want to help if you have a substance-abuse problem, the City also wants employees to know that the City is serious about maintaining a drug-free workplace, and you must abide by the City's policy or face discipline, up to and including termination from employment.

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## **V. SUPERVISORY RESPONSIBILITY AND TRAINING**

Supervisors are responsible for the following actions:

- A. Maintaining a work environment free from employee abuses of, or influences of, drugs or alcohol;
- B. Distributing this policy to, or otherwise notifying, all employees on the City's policies and expectations concerning a drug-free workplace;
- C. Supporting and disseminating information relating to our ongoing drug-free awareness program;
- D. Pursuant to the requirements of the Federal Drug-Free Workplace Act, notifying the Director of Public Service and Safety which an employee has been convicted of violating a criminal drug statute on City premises as soon as practical, but no later than five (5) calendar days after receiving notice under paragraph II.E. above. The Director of Public Service and Safety has the responsibility to further notify the appropriate contracting agency in writing of the violation within ten (10) calendar days after receiving notice from the employee under paragraph II.E. above.

- E. If any employee's conduct violates this policy, taking prompt and appropriate personnel action in accordance with this policy and federal law, and where an employee has been convicted of violating a criminal drug statute, taking such action within thirty 30 calendar days of receiving notice under paragraph II.E. above.

To assist supervisors in fulfilling these responsibilities, the City will attempt to conduct management/supervisory training including but not limited to:

- Drug-abuse education;
- Signs and symptoms of drug use, and how to detect it;
- City policy on drug use;
- Employee assistance resources;
- How to deal with an employee suspected of drug use; and
- How and when to take appropriate disciplinary action.

## **VI. DRUG AND ALCOHOL TESTING**

A. The following provisions are being established to ensure and maintain that the City of Warren is a drug-free workplace:

1. Provide for the supervisor trained in the detection of alcohol and drug use, to order a drug screen and/or alcohol breathalyzer test(s) immediately when there is reasonable suspicion that an employee has been using drugs or alcohol.
2. Drug or alcohol testing may be administered to any employee to determine their fitness for duty when there is reasonable suspicion to believe the employee may be unfit for duty.
3. A refusal to submit to a drug or alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.

B. Drug or Alcohol Testing Resulting From Reasonable Suspicion.

I. Drug Screening:

1. Department Heads or their designee shall order a drug screen immediately when there is reasonable suspicion that an employee has been using any drug or narcotic and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion shall include any on-the-job injury requiring medical treatment or a vehicular accident involving substantial damage exceeding five hundred dollars (\$500.00).

2. The urinalysis procedure for obtaining the urine specimens will be done in accordance with an accredited procedure established by Trumbull Mahoning Medical Group.

The urine specimen will be acquired in accordance with established procedures, and an accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

II. Alcohol Breathalyzer Test:

1. Department Heads or their designee shall order the employee to report to the Warren Police Department for an alcohol test after the appropriate arrangements have been made, if there is reasonable suspicion that an employee is under the influence of alcohol. If unable to perform the breathalyzer, the Warren Police Department shall make other arrangements to have the test conducted.

C. Action to be taken:

I. Reasonable Suspicion

1. Employees whose breath alcohol test measures .1 or greater and/or test positive for one or more controlled substances shall be subject to disciplinary action up to and including discharge.

<u>Drug Testing Standards</u>		
<u>DRUG</u>	<u>SCREENING LIMIT:</u>	<u>CONFIRMATION LIMIT:</u>
AMPHETAMINES	1000 NG/ML	
Amphetamine		500 NG/ML
Methamphetamine		500 NG/ML
CANNABINOIDS	50 NG/ML	
Carboxy-THC		15 NG/ML
COCAINE	300 NG/ML	
Benzoylecgonine		150 NG/ML
OPIATES	300 NG/ML	
Codeine		300 NG/ML
Morphine		300 NG/ML
PHENCYCLIDINE (PCP)	25 NG/ML	25 NG/ML
PLEASE NOTE: ANY DRUG LISTED AS POSITIVE CONFIRMED BY GC/MS.		

## II. Voluntary Assistance:

1. Employees who, prior to any reasonable suspicion, voluntarily seek assistance for a problem with drugs or alcohol will be referred to a substance abuse professional (SAP) for evaluation. The employee must abide by the rules of the Employee Assistance Program and recommendations of the SAP.

## D. Related Program Costs:

1. Drug screening will be paid by the City.
2. The existing City's health benefits will apply to the cost of employee substance abuse rehabilitation program.

## VII. DEFINITIONS

- A. **"City Premises," "City Property," "Work Environment," "Workplace,"** shall include property, facilities, land, offices, building, structures, trailers, equipment, automobiles, trucks, vehicles and parking areas, whether owned, leased, government furnished or otherwise under control of or used by the City. Also included in this definition are other work locations, including the job site of a customer, supplier or subcontractors or associate contractor.
- B. **"Alcohol"** includes alcoholic beverages and any other intoxicating liquid that contains alcohol.
- C. **"Controlled Substances"** include, but are not limited to, amphetamines, marijuana, cocaine, opiates and phencyclidine. This list may be amended from time to time.
- D. **"Illegal Drugs"** includes any drug of which the sale, use or possession of is unlawful, including controlled substances.
- E. **"Legal drug," "Prescription Drug" and "Medication"** include drugs prescribed by a person's physician and used as prescribed and over-the-counter drugs that have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.
- F. **"On Duty,"** for the purposes of this policy, means an employee's regular work hours and all other times an employee spends performing City business, on or off City premises, including but not limited to, tasks specified in his/her job description, other assigned tasks, business travel and break periods.

- G. **“Under the Influence”** means, for the purposes of this policy, that the employee is affected by a drug, whether legal or illegal, alcohol or other substance, or the combination of a drug and alcohol, so as to impair or potentially impair the employee’s ability to perform his/her job. The symptoms of influence are not confined to those consistent with misbehavior and not limited to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by testing or observation based on reasonable suspicion.
- H. **“Reasonable Suspicion”** - An apparent state of facts, circumstances, or information, which exists from an inquiry by a supervisor trained in the detection of alcohol and drug use, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence of using drugs and/or alcohol.
- I. **“Criminal Drug Statute”** means a criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance.
- J. **“Positive”** - Refers to screening for a controlled substance, a test which indicates the presence of a controlled substance.
- K. **“Individual Substance Abuse Rehabilitation Program”** - Through a qualified organization, a rehabilitation program is established for an individual which sets forth a specific required treatment program for substance abuse.
- L. **“Refusal To Submit (TO AN ALCOHOL OR CONTROLLED SUBSTANCES TEST)”** - means that an employee 1) fails to provide adequate breath for testing without a valid medical explanation after an employee has received notice of the requirement for breath testing in accordance with the provisions of this policy, 2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after an employee has received notice of the requirement for urine testing in accordance with the provisions of this policy, or 3) engages in conduct that clearly obstructs the testing process.
- M. **“Drug Screening Tests (Forensic Urine Drug Screen)”** - A urinalysis test administered under approved conditions and procedures to detect any of the following: Marijuana, Cocaine, Opiates, Amphetamines, Phencyclidine (PCP).

**NOTICE TO APPLICANTS**

**IT IS THE CITY'S POLICY TO ESTABLISH  
AND MAINTAIN A DRUG-FREE WORKPLACE.**

This policy prohibits the unlawful manufacture, distribution, dispensing, possession, use or work under the influence of an illegal drug, as well as the use of any substance that adversely affects safety, productivity or job performance. The policy also prohibits the use of alcohol while on duty or on City premises.

Under this policy, if you are hired, you will be responsible for the following:

Avoiding the use of, and any involvement with, illegal drugs.

Avoiding the unauthorized use of alcohol while on City premises, and controlling your off-the-job use of alcohol and other substances so as to ensure that such use does not adversely affect safety, productivity or job performance.

Using medication or prescription drugs only as prescribed, and providing notice to supervisors of such use in accordance with the City's drug-free workplace policy.

Abiding by the terms of the City's policy.

Notifying City management within five (5) calendar days of a conviction for violating a criminal drug statute based on actions involving illegal drugs that occur in the workplace.

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Management is strongly committed to participation in this policy, and you could face disciplinary action (up to and including termination) if you are hired and do not abide by this policy.

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**TRUMBULL MAHONING MEDICAL GROUP**  
**PROTOCOL FOR URINE DRUG SCREENS**

1. A company representative notifies TMMG laboratory personnel (the collectors) of the collection time, date and employee name.
2. Employee must bring proper identification: driver's license, company ID, or employer representative. NO ID NO DRUG SCREEN!
3. Either employer furnishes the proper chain of custody form or TMMG shall receive such from proper lab completing the screen.
4. The employee will be instructed to remove all objects from pockets and place them in a secured lockbox. They will also be required to remove any outside garments.
5. The employee will open the sealed container(s) and hand them to the collector.
6. The collector will place dye in the toilet while the employee washes his/her hands with water only.
7. The employee will be instructed to take all bottles into restroom and to urinate directly into the bottle with the temperature strip attached. He/she will also be instructed not to flush the toilet and to bring out all bottles when finished.
8. After, as the employee washes his/her hands with soap and water, the collector reads, shows and documents the temperature on the chain of custody form.
9. The collector then checks the toilet and flushes.
10. While the employee gathers his/her belongings from the lockbox, the sample is split.
11. The employee is asked to fill in the bottle seals and witness the collector sealing the bottles.
12. The employee and collector fill in the chain of custody form and seal the bottles and appropriate copies for shipping.
13. The employee retains his/her copy and the collector remits copies to the employer and MRO.

### SPECIAL SITUATIONS

1. The donor does not have an ID and there is no employer representative available to positively identify him/her? The collection cannot and will not be performed.
2. The donor refuses to provide his/her social security number? An alternate form of identification is required (i.e. employee number). If number is not provided, record on the form "Donor refuses to provide ID number" in remarks section. Proceed with collection.
3. The donor cannot give sample when required, also called "shy bladder". The donor may have up to 24 ounces of fluids and after a period of two hours, may again attempt to provide a sample.
4. The temperature of the specimen is not within the required range. Mark in the appropriate box that the temp is out and write in the correct temperature.
5. All medications currently being taken by the donor shall be listed by the donor on the back of his/her copy of the chain of custody form.

## ARTICLE XXXI – LAYOFF AND RECALL

Section 1: Whenever it becomes necessary to layoff bargaining unit members, because of lack of work, lack of funds or an inability to pay, the members shall be laid off in accordance with departmental seniority, the least senior member being laid off first.

Each member to be laid-off shall be given advance written notice by the Director of Public Service and Safety. Such written notice shall be hand-delivered to the member or mailed by certified mail to the member's last known address on file with the City. If hand-delivered, such notice shall be given at least fourteen (14) calendar days before the effective date of lay-off and the day of hand-delivery shall be the first day of the fourteen (14) day period. If mailed, such notice shall be mailed at least seventeen (17) calendar days before the effective date of the lay-off. The day the letter is mailed shall be the first day of the seventeen (17) day period.

Section 2: Bargaining unit members who are laid off shall have recall rights. Recall shall be in inverse order of the layoff. No person shall be hired into a bargaining unit position while there are bargaining unit members on layoff.

Section 3: Bargaining unit members who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, members who are still on the recall list shall be recalled in the inverse order of their layoff.

Section 4: Bargaining unit members on lay-off will be given fourteen (14) calendar days' notice of recall from the date on which the City sends the recall notice to the members by certified mail to the members last known address on file with the City.

Section 5: There shall be no part-time firefighters employed by the City of Warren.

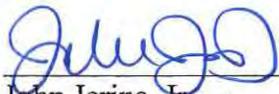
Section 6: Reduction in Rank:

Reduction in rank shall only be made through attrition.

The parties hereto have executed this Agreement by their duly authorized representative this 19<sup>th</sup> day of ~~January~~ February, 2014.

**IAFF, LOCAL 204**

**CITY OF WARREN, OHIO**

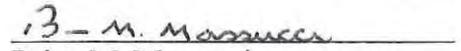
By:   
John Jerina, Jr.  
President

By:   
Enzo C. Cantalamessa, Director,  
Public Service and Safety

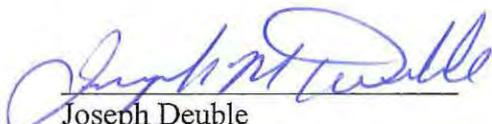
  
Les Hathaway  
Vice President

  
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Ken Horn  
Secretary/Treasurer

  
Brian M. Massucci  
Director of Human Resources

  
William Monrean  
Committee Member

  
Joseph Deuble  
Committee Member