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CONTRACT
BETWEEN THE
CITY OF WARREN, OHIO
AND
AFSCME Local 2501
AND
AFSCME Ohio Council 8, AFL-CIO
Effective Date January 1, 2014
Expires December 31, 2016

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ARTICLE 1: PURPOSE OF CONTRACT

This Contract, entered into by the City of Warren, hereinafter referred to as the “City” and the American Federation of State County and Municipal Employees, Ohio Council 8, AFL-CIO and AFSCME Local 2501, hereinafter referred to as the “Union” has as its purpose the following:

1. To achieve and maintain a satisfactory and stabilized Labor-Management relationship and to promote improved work performance.
2. To provide for the fair and equitable adjustment of differences that may arise.
3. To assure the right of every employee to fair and impartial treatment.
4. To foster and promote meaningful discussions at all times between the City and Union for all matters regarding the employment of all members of Union and to discuss methods and procedures to best serve the public.

ARTICLE 2: RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours, and all other terms and conditions of employment and the continuation, modification or deletion of an existing provision of the Contract for those employees of the City in the bargaining unit. Wherever used in this Contract, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classifications:

APPENDIX "A"

Executive Director of Community Development
Director of Engineering, Planning and Building
Administrative Coordinator
Manager of Data Processing Systems
Assistant Engineer
Water Plant Superintendent
Water Distribution Superintendent
Water Pollution Control Superintendent
Auditorium Manager
Operations Department Superintendent
Building Official
Water Service Supervisor
Urban Design and Grant Coordinator
Network Systems Supervisor
Water Distribution Supervisor
Maintenance Supervisor (Water Pollution Control)
Maintenance Supervisor (Water Plant)
Parks and Streets Supervisor
Operations Supervisor
Office Manager
Assistant Auditorium Manager
Bio-Solid Manager
Planning Coordinator
Environmental Services Manager
Sewer Systems Superintendent
Accounting Coordinator
Project Manager
Laboratory Supervisor
Administrative Assistant

In the event of a change in classification of a position within the bargaining unit, wherein such change in classification does not represent a change in duties and responsibilities of an individual bargaining unit member, the change in classification shall not affect the bargaining unit status of said individual bargaining unit member. Changes in classification within the bargaining unit will be added to this Contract by addendum.

ARTICLE 3: TERM OF CONTRACT

1. Three (3) year Contract effective January 1, 2014. The provisions of this Contract shall remain in effect until terminated as hereinafter expressly provided.
2. All Articles and Addendums to this Contract shall be implemented upon execution of this Contract, retroactive to January 1, 2014 (excepting health care and wages) and within thirty (30) days of Union and the City signing off on this Contract.
3. Any additional Addendums shall be effective on the date stated in the Addendum and the Addendum shall become effective within thirty (30) days of the signing by the Union and the City.

ARTICLE 4: MANAGEMENT RIGHTS

A. 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 City to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, subject to limitations on their rights provided in this Collective Bargaining Contract including the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of the City's operations;
4. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the City as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the City as a governmental unit.

B. The Union recognizes and accepts that all the rights and responsibilities of the City not specifically modified by this Contract, shall remain the function of the City.

ARTICLE 5: EMPLOYEE RIGHTS

Except as may be specified elsewhere in this contract, as for any and all terms and conditions of employment not specified in this contract, no employee in the bargaining unit waives any individual right, city code, city rule or regulation; and state or federal statute, constitutional principle, or common law, and shall be entitled to use the grievance procedure and arbitration, under this Collective Bargaining Contract. No employee shall be disciplined or discharged without just cause and due process. It is specifically recognized that those individual employee rights that remain unaffected by this Contract, that such individual employee rights are enforceable through normal Civil Service, regulatory, and/or judicial processes.

ARTICLE 6: UNION REPRESENTATION

The City recognizes the right of the Union to select Local officers, stewards and alternate stewards to represent its members on union matters arising under this Agreement as follows:

1. Union Officials: The Union shall provide to the City an official roster of its officers and Stewards which is to be kept current at all times and are as follows: President, Vice President, Secretary, Treasurer, three (3) Executive Board officers, Chief Steward and Alternate Steward and shall include the following:

Name
Address
Union office held
Home telephone number

One (1) local Union officer, his/her designee and/or Steward as designated by the Union shall be permitted to investigate and process a grievance City-wide.

A Union officer or steward shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure during their working hours without loss of regularly scheduled pay hours. Such activity shall be with proper regard for the City's operational needs and work requirements. All Union officers and stewards shall cooperate in good faith with the City in keeping to a minimum the time lost from work due to grievance handling. Within the time limits set forth in the grievance procedure, meetings shall be held at mutually convenient and acceptable times to the City and the Union.

2. Union Stewards: The City recognizes there will be one (1) Chief Steward and one (1) Alternate Steward. The Alternate Steward shall act as the Chief Steward when the Chief Steward is absent from work.
3. Negotiating Committee: The City agrees to pay the Union negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between the Union and the City. This benefit will be limited to a maximum of four (4) members of the Union or their designee, and the Staff Representative from AFSCME Ohio Council 8, AFL-CIO.
4. Seniority Status of Union Officials: When the City decides that a lay-off in the bargaining unit is needed, the Union President, Vice President and Secretary shall hold super-seniority rights which puts them highest on the seniority list for lay-off purposes. The intent of this provision is to retain, in actual employment, the Union President, Vice President and Secretary for the purpose of continuity in the administration of this labor agreement in the interest of employees, so long as a work force is at work. Should any of these positions be within the same department, only one (1) shall retain seniority status.

ARTICLE 7: ASSOCIATION BULLETIN BOARDS

The City will permit the Union to use bulletin board space in appropriate and accessible locations approved by the City and will consider requests for changes or additions to such locations where appropriate. The Union will limit the posting of Union notices to such bulletin boards. Notices which may be posted on Union bulletin boards shall be limited to the following:

1. Notices of Union elections
2. Notices of Union meetings
3. Notices of Union appointments and results of elections
4. Notices of Union recreational and social affairs
5. Newsletters of the Union

LOCATIONS OF BOARDS

Water Office
Engineering Office
Water Pollution Control
Water Plant
Operations
City Hall
Community Development
Packard Music Hall
Health Department
Water Distribution

ARTICLE 8: SENIORITY

1. Continuous Service: City-wide seniority shall be defined as the length of continuous service calculated from date of first employment or reemployment following a break in continuous service.
 - A. The following situations shall not constitute a break in seniority or continuous service.
 - i. Absence while on approved leave of absence;
 - ii. Absence while on approved sick leave or disability leave;
 - iii. Military leave;
 - iv. A layoff of less than five (5) years duration;
 - v. A resignation where the employee is re-employed or reinstated within thirty (30) days, unless this is a disability retirement who has rights to return by Ohio Revised Code, Section 145;
 - vi. In no event where an employee has a work related injury, is not breaking his/her continuous service.
 - B. The following situations constitute breaks in continuous service for which seniority is lost:
 - i. Discharge for just cause;
 - ii. Retirement;
 - iii. Layoff for more than five (5) years;
 - iv. Failure to return to work within ten (10) calendar days of a recall from layoff;
 - v. Failure to return at the expiration of a leave of absence;
 - vi. A resignation where the employee is re-employed after thirty-one (31) calendar days or more.
2. Seniority for employees with the same hire date shall be determined by the date application is received by the City for the position they hold.
3. There shall be two (2) types of seniority: (a) City-wide seniority which is total full-time service with the City regardless of department or classification; and (b) departmental seniority which is total full-time service rendered in an individual department regardless of classification.
4. The City shall establish in the bargaining unit departments a seniority list which shall include the employees' City-wide seniority date and a departmental date. This list shall be updated annually and a copy provided to the Union.
5. Employees may accumulate seniority in only one (1) department at a time. When employees are reassigned from one department to another resulting from the bidding process, they shall be placed at the bottom of the seniority list in that department to which they have been assigned. An employee involuntarily transferred shall maintain seniority.

6. Employees promoted to other positions not included within the bargaining unit shall continue to accumulate City-wide seniority for the purpose of fringe and retirement benefits. Employees returned to their prior classification and/or department within the bargaining unit shall have department seniority equivalent to their length of service prior to the promotion providing there was no intervening break in service.
7. The City will provide the Union with a notice of employees who quit, retire, terminate, are granted leaves of absence or who transfer from one department to another or transfer out of the bargaining unit. The notice shall contain the name, job classification, department and date of the affected action.

ARTICLE 9: SEVERABILITY CLAUSE

The parties agree that should any provisions of this agreement be found to be invalid by a court of law or State administrative agency, that they will schedule a meeting within thirty (30) days at a mutually agreeable date, time and place to meet and negotiate replacement language pursuant O.R.C. 4117.

ARTICLE 10: LABOR-MANAGEMENT MEETINGS

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 not less than (2) two or more than three (3) Union representatives will be scheduled at mutually agreed upon dates and time.

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 Contract;

 - B. Notify the Union of changes made by the City which affect bargaining unit members of the “Local Union”;

 - C. Discuss differences which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;

 - 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.

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

ARTICLE 11: CHANGES IN JOB CLASSIFICATIONS

1. When the City changes a job description and the changes are substantial, when the City reclassifies a job or when the City establishes a new position within the bargaining unit or the Union believes substantial changes in an existing job description have occurred, the City's Classification Committee (Director of Human Resources, Personnel Supervisor) shall meet with the Union Classification Committee consisting of three (3) Officers or his/her designee of the Union to review the classification and rate of pay for the changed or new position. Following the review of the job classification meeting(s), the City shall reduce its final decision in writing on the classification assignment and rate of pay, under signature of the Director of Public Service and Safety, within five (5) working days after the final classification meeting and proceed to put the classification assignment and rate of pay into effect.
2. If the Union disagrees with the classification or rate of pay, the Union may file a grievance at Step 1 of the grievance procedure within seven (7) working days from notice of the City's final decision, stating its specific reasons for disagreement with the classification or pay rate.
3. If the issue is appealed to Step 2 of the grievance procedure, the arbitrator shall have the authority to establish a different classification or rate of pay, place the job in an existing classification or negate any classification. Any award of the arbitrator shall be retroactive to the date of the effected change. Any rate of pay and classification mutually agreed to between the City and the Union, not disputed by the Union, or decided by the arbitrator shall become part of ARTICLE 14.
4. If it is determined that a position merits a lesser rate of pay, a personal rate shall apply as described in the following:
 - a. As a result of re-evaluation of existing job descriptions and classifications, a personal rate will be paid to those employees being paid an amount over and above the standard hourly wage rate of the job.
 - b. Any personal out-of-line differential shall be identified with the employee and the job occupied and shall apply only to such employee while on such job.
 - c. Personal rates shall be adjusted to the job class rate in the following manner effective:
 - d. An employee receiving a personal rate will receive fifty percent (50%) of any rate increase paid to the job occupied with the remaining fifty percent (50%) of the increase being applied to reducing the out-of-line differential between the rate of the job and the personal rate. This process will continue until the rate of the job and the personal rate are equal.

ARTICLE 12: PERSONNEL FILES

1. Personnel files are considered public records as defined in the Ohio Revised Code. Bargaining unit members shall have access to their records including training, attendance and payroll as well as those records maintained as personnel file records.
2. Every bargaining unit member shall be allowed to review the contents of his/her personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.
3. All entries of a disciplinary or adverse nature shall be maintained officially in the personnel file which shall be maintained in the office of the Human Resources Department. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a dissenting statement. No unfounded complaint shall become part of any bargaining unit members file.
4. Reprimands and disciplinary action taken by the City shall be placed in an employee's personnel file. Notices of disciplinary action involving discipline of less than three (3) days shall cease to have full force and effect on the employee's official records after one (1) year, provided there has been no intervening discipline for the same or similar type infraction. Notices of disciplinary action involving discipline of three (3) days or more shall cease to have full force and effect on the employee's official records after two (2) years, provided there has been no intervening discipline for the same or similar type infraction.
5. Bargaining unit members shall be permitted to enter into their personnel file and favorable data such as but not limited to, letters of commendation, educational diplomas and awards.
6. If the charges are declared to be unfounded, the City shall keep all related correspondence in a separate manila envelope titled "Meritless Complaints".

ARTICLE 13: UNION SECURITY AND DUES CHECK OFF

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 Contract appropriately within the bargaining unit upon the successful completion of their probationary period. The probationary period for the purpose of this Article is the first six (6) months an employee is employed by the City in an occupation so designated as a Union unit position. However, dues and assessments may be deducted from new employees of bargaining unit positions after thirty (30) days of employment with the City. Probationary employees may file and process grievances under this Contract.
2. The City will deduct regular initiation fees, monthly dues and assessments in the amount specified by the Treasurer of the Union to the City Auditor, from the pay of employees in the bargaining unit covered by this Contract upon receipt from the Union of individuals written authorization cards voluntarily executed by an employee for that purpose and bearing the employee's signature. Such deduction shall not be made until an employee has completed thirty (30) days of service with the City.
3. All deductions provided for in this Article shall be made per pay period, but if an employee's pay for that period is insufficient to cover Union dues, the City will make a deduction from the pay earned the next pay period.
4. All deductions provided for in this Article, accompanied by an alphabetical list of all employees for whom deductions have been made, shall be transmitted to the Treasurer of the Union, or AFSCME Ohio Council 8, if so designated by the Local Union, through interoffice mail, or regular mail, no later than the fifteenth (15th) day following the end of the pay period in which the deduction is made.
5. 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.
6. Dues authorizations under Section 2 may be revoked by Union member during the term of this Contract. However, 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 pay.
7. As a condition of employment, the City shall deduct a monthly Fair Share Fee from the paycheck of all employees in the Bargaining Unit classifications who have completed their thirty (30) days of service and who are not member of the Union.
8. The amount to be deducted shall be set by the AFSCME Ohio Council 8 in accordance with AFSCME International's rebate procedure. The City shall be informed in writing of this

figure by the Union each time the figure is changed. The aggregate Fair Share Fees deducted shall be transmitted to the Treasurer of the Union with the regular Union dues deducted.

9. P.E.O.P.L.E Check-off: Upon receipt from the Union written authorization cards, voluntarily executed by the employee, the City will deduct voluntary contributions to the AFSCME International Union's PEOPLE (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit member PEOPLE deductions will be subject to the following:

An employee shall have the right to revoke the authorization by giving written notice to the City and the Union at any time and the authorization card shall state clearly on its face the right of the employee to revoke; and the City's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization, upon termination of employment, or upon acceptance of a job classification outside of this bargaining unit; and,

The contribution amount shall be certified to the City by the Union. The employee shall provide the City with a thirty (30) day advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the procedures outlined by the PEOPLE Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been made and the names of any employee for whom deductions have been terminated and the reason for the termination. All PEOPLE deductions shall be made as a deduction separate from the fair share fee and dues deductions.

Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a period of six (6) months from the effective date of the revocation, and, indemnification. The parties specifically agree that the City assumes no obligation, financial or otherwise arising out of the provisions of this section regarding the deduction of PEOPLE contributions. The Union herein agrees that it will indemnify and hold the City harmless from all claims, actions or proceedings by any employee arising from the contributions made by the City pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contributions.

ARTICLE 14: PAY RATES

Classification	Prevailing Rate 7/1/14	Prevailing Rate 1/1/15	Prevailing Rate 1/1/16
Exec. Director Community Dev.	\$6,767.30/mo.	\$6,868.81/mo.	\$6,971.84/mo.
Director of Eng. ,Planning & Bldg.	6,767.30/mo.	6,868.81/mo.	6,971.84/mo.
Administrative Coordinator	6,491.14/mo.	6,588.51/mo.	6,687.34/mo.
Auditorium Manager	5,800.56/mo.	5,887.57/mo.	5,975.88/mo.
Manager Data Processing Systems	5,800.56/mo.	5,887.57/mo.	5,975.88/mo.
Environmental Services Manager	5,800.56/mo.	5,887.57/mo.	5,975.88/mo.
Assistant Engineer	33.42/hr.	33.92/hr.	34.43/hr.
Water Plant Superintendent	33.42/hr.	33.92/hr.	34.43/hr.
Water Distribution Superintendent	33.42/hr.	33.92/hr.	34.43/hr.
Water Poll. Control Superintendent	33.42/hr.	33.92/hr.	34.43/hr.
Operations Dept. Superintendent	33.42/hr.	33.92/hr.	34.43/hr.
Building Official	30.30/hr.	30.75/hr.	31.21/hr.
Water Service Supervisor	30.30/hr.	30.75/hr.	31.21/hr.
Bio-Solids Manager	30.30/hr.	30.75/hr.	31.21/hr.
Water Distribution Supervisor	30.30/hr.	30.75/hr.	31.21/hr.
Network Systems Supervisor	30.30/hr.	30.75/hr.	31.21/hr.
Project Manager	30.30/hr.	30.75/hr.	31.21/hr.
Maint. Supervisor (Water Plant)	27.87/hr.	28.29/hr.	28.71/hr.
Maint. Supervisor (Water Pollution)	27.87/hr.	28.29/hr.	28.71/hr.
Operations Supervisor	27.87/hr.	28.29/hr.	28.71/hr.
Parks and Streets Supervisor	27.87/hr.	28.29/hr.	28.71/hr.
Office Manager	27.87/hr.	28.29/hr.	28.71/hr.
Assist. Auditorium Manager	27.87/hr.	28.29/hr.	28.71/hr.
Urban Design & Grants Coordinator	27.87/hr.	28.29/hr.	28.71/hr.
Planning Coordinator	27.87/hr.	28.29/hr.	28.71/hr.
Accounting Coordinator	27.87/hr.	28.29/hr.	28.71/hr.
Laboratory Supervisor	24.75/hr.	25.12/hr.	25.50/hr.
Administrative Assistant	21.82/hr.	22.15/hr.	22.48/hr.

ARTICLE 15: PAY VARIATIONS

1. Temporary Pay Rates: Any employee of the bargaining unit that is called upon to perform a higher paying classification within the bargaining unit for four (4) hours or more shall receive the full rate of pay of the higher classification, even though this is a temporary position for the employee. When two (2) or more Local 2501 classifications are utilized within a department, Local 2501 members working in the affected Department shall be offered a “work up” prior to other personnel being utilized for the “work up”.

In the event any employee of the bargaining unit is required to fill a classification temporarily which bears a lesser pay scale, the employee shall be paid at his/her regular rate.

2. Certificate, License and Degree Compensation: In addition to their regular rate of pay and added to the employee’s gross pay, an employee who attains a distribution system or supply certificate in Water, a collection systems or works certificate in Waste Water, as issued by the State of Ohio Environmental Protection Agency (EPA), or college degree, shall be compensated if the obtained certificate or degree relates to their specific operations.

Compensation Pay Rates

Water and Waste Water

Class I	Certificate - \$ 45.00 per month
Class II	Certificate - \$ 95.00 per month
Class III	Certificate - \$155.00 per month
Class IV	Certificate - \$175.00 per month

The compensation provided to any individual employee shall be limited by the highest class attained by that employee in their specific operation without regard to the number of classes attained in all operations for which certificates are issued.

The position of Operation Supervisor in the Water Department shall receive compensation in addition to his/her respective regular rates of pay in the amount of twenty-five dollars (\$25.00) per month after providing sufficient evidence of the attainment of certificate of approval for bacteria analysis of potable water and certificate of approval for chemical analysis of potable water.

3. Mileage Reimbursement: The City shall pay for the authorized use of privately owned automobiles an amount equal to the per mile allowance being utilized by the Internal Revenue Service for business deduction purposes.

The City shall modify the mileage allowance, effective on the first day of the month following any modification of the allowance by the Internal Revenue Service.

4. Tuition Assistance Plan. Members of the bargaining unit shall be eligible for the City’s Tuition Assistance Plan, pursuant to the provisions set forth in Executive Order 88-2, or as such Order may be amended or superseded by subsequent City action.

5. Overtime

- A) Employee Eligibility. Employees who earn a monthly salary are not eligible to receive compensation for overtime worked. Employees who are hourly are eligible to receive payment in cash or compensatory time off for overtime worked as provided in (D).
- B) Overtime Eligibility and Pay. When any hourly employee is paid more than forty (40) hours in a work week or eight (8) hours in a work day, he/she shall be paid at a rate of one and one-half (1-1/2) times his/her regular hourly rate of pay for those hours. Overtime pay shall be received in one-tenth (1/10th) of an hour segments. All hours paid shall be considered hours worked for overtime purposes.
- C) Authorization of Overtime. It shall be the policy of the City to avoid overtime work except in emergency conditions as determined by the Director of Public Service and Safety or his/her designee. Overtime work may only be performed on the authorization of the Director of Public Service and Safety or his/her designee. The City reserves the right to require overtime work.
- D) Compensatory time. Any and all overtime provided by this Article shall be paid or earned as compensatory time at the option of the employee. An employee may accumulate as compensatory time up to a maximum of one-hundred eighty (180) hours. All compensatory time shall be awarded at the premium rate of time and one-half (1-1/2). An employee may request in writing to convert full or partial time coming accounts to cash. The written request must be filed with the Auditor no later than September 15 of the year preceding payment. Payment will then be made by January 15, of the following year.
- E) Callout Time. Callout time is defined as being recalled to work after the employee has completed their regular work day and has left the department. Pay for such callout time shall be a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) for all such callouts, or actual time spent at the rate of time and one-half (1-1/2), whichever is greater.

6. Standby Pay:

- A) Hourly employees who are required by the Director of Public Service and Safety to carry a pager shall be paid an additional two (2) hours at one and one half (1-1/2) times their rate per week.
- B) Salaried employees who are required by the Director of Public Service and Safety to carry a pager shall be paid an additional two (2) hours of pay per week at their straight time rate.

7. Tier System:

Any full-time employee hired after January 1, 2011, shall be paid as follows:

1 st YEAR	2 nd YEAR	3 RD YEAR	4 TH YEAR	5 th YEAR
Full – Time	Full – Time	Full – Time	Full – Time	Full - Time
<u>Appointment</u>	<u>Appointment</u>	<u>Appointment</u>	<u>Appointment</u>	<u>Appointment</u>
60% of	67.5% of	75%	82.5%	90%
Prevailing	Prevailing	Prevailing	Prevailing	Prevailing
Rate	Rate	Rate	Rate	Rate

Any employee shall receive the next higher percentage on their full-time appointment anniversary date each year until they reach the prevailing rate regardless of their classification.

The Director of Public Service and Safety may deviate from the specified percentage increases for justified reasons.

8. Pension Pick Up: Beginning the pay period beginning December 25, 2011 the City shall pay, on behalf of each bargaining unit member, a portion of the employee's share of Ohio Public Employees Retirement System contribution as follows: one percent (1%) of the member's gross wages. Effective July 1, 2014, the City shall pick-up, on behalf of each bargaining unit member, an additional one and one-half percent (1.5%) of the employee portion of PERS, for a total of two and one-half percent (2.5%). Effective January 1, 2015, the City shall pick-up, on behalf of each bargaining unit member, an additional one-half percent (0.5%) of the employee portion of PERS, for a total of three percent (3.0%).

ARTICLE 16: LONGEVITY

Full time employees shall be paid longevity on the basis of the following formula:

Salaried employees

First five (5) full years of service with the City of Warren – none.

After five (5) full years of service-\$3.46 per bi-weekly pay for each full year of service.

Hourly employees

First five (5) full years of service with the City of Warren - none.

After five (5) full years of service-\$3.35 per bi-weekly pay for each full year of service.

Longevity shall begin on the first pay next succeeding the employee's anniversary date of employment.

Any municipal service, part-time or seasonal in nature, shall not count for longevity purpose.

For purpose of longevity pay, or any other City benefit not otherwise covered by State Law, an employee shall not be permitted to use prior governmental service time.

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 will be eligible for appropriate longevity credit in accordance with the amount of continuous full-time service with the City.

ARTICLE 17: SEVERANCE PAY AND RETIREMENT INCENTIVE OPTION

- I. Severance pay shall be paid to any member of the bargaining unit who retires (for the purpose of this Article, "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:
 - A. Any member, may elect, at the time of his/her retirement from active service with the City to receive severance pay. Any such severance pay shall be paid 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 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 for 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 leave, whichever is less.

Severance pay shall include the maximum allowed accumulated vacation up to nine hundred sixty (960) hours, except as reduced in Article 17, Section II, and all time-coming hours.

- B. Any member who dies while in active service with the City and whose death immediately gives rise to death benefits under an applicable State retirement system shall be entitled to severance pay upon his/her death. This severance pay shall be paid to the designated beneficiary of the member. If there is no valid written designation of beneficiary, or if the designation is for any reason ineffective, the payment shall be made to the surviving spouse, parents, children or member's estate.
- C. For purposes of this Article, the years of service set forth in this Article for a member who either dies or takes disability retirement shall be computed by determining the number of possible years of service available to such employee between the date of death or disability and the earliest date of retirement that is permitted under the applicable State retirement system.

- D. If a member receives severance pay by reason of a disability retirement herein, and subsequently returns to the employ of the City, he/she shall be barred from another severance payment upon his/her retirement, death or subsequent disability, unless he/she at his/her option shall have the right to pay back the severance that he/she received and shall be fully re-instated to full rights and benefits.
- E. Severance pay shall be paid on the hourly rate of the employee at the time of their entitlement for such pay. The hourly rate for severance pay shall increase if the member receives any other regular payments such as longevity, shift differential and certification fees. The amount to be added to the hourly rate shall be computed by dividing the amounts paid to the member during the final full month of employment by one hundred seventy-three and thirty-four hundredths (173.34) hours.
- F. Members 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 a mutual agreement has been reached to pay at a later date.

II. BENEFIT CONVERSION

- A. In lieu of a portion of the maximum severance pay allowed in ARTICLE 17, Section I.A., members with seventeen (17) years of P.E.R.S. accepted credit time, may request to convert their current awarded vacation and sick leave hours (vacation and sick leave hours cannot be converted separately; they must be converted in conjunction with each other) which would be normally accumulated each year to paid wages.
 - 1. Vacation: This shall be limited to a maximum annual accumulation of two hundred eighty (280) hours of vacation per year.
 - a. The payment for these accumulated hours shall be made on the last pay of December except that the final payment may be made on the person's final pay.
 - 2. Sick Leave: This shall be limited to a maximum annual accumulation of one hundred twenty (120) hours of sick leave per year.
 - a. The payment for these accumulated hours shall be made on the last pay of December except that the final payment may be made on the person's final pay.

The hourly rate used to calculate the amount of the payment shall be at the member's prevailing rate of pay at the time of the payment.

The date this benefit is to begin must be the beginning of a pay period and the year shall include twenty-six (26) pay periods. The request must be made by November 1, of the year prior to conversion.

ARTICLE 18: SEPARATION AND TERMINATION PAY

A bargaining unit member who is separated or terminated from the City shall be entitled to all time coming and any lawfully accumulated vacation time at their present rate of pay and any and all other benefits provided by law and this Collective Bargaining Agreement.

ARTICLE 19: GRIEVANCE PROCEDURE

1. There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined, may be submitted through the formal grievance procedure.
2. The term "grievance" shall mean an allegation by the bargaining unit employee, or group of employees, that there has been a breach, misinterpretation, or improper application of this Contract.
3. A grievance must be submitted to the formal grievance procedure within ten (10) working days after the grievant knows or should have known the facts giving rise to the grievance.
4. The grievance procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City, bargaining unit employees, and the Union, and all decisions of arbitrators and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive and binding on the City, the Union and the employees.
- 5A. All grievances must be presented at the proper step and the time in progression in order to be considered at the next step.
 - B. 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.
 - C. Any grievance not answered by the City's representatives within the stipulated time limits may be advanced by Union representative to the next step in the grievance procedure.
 - D. Copies of responses to written grievances will be given to both the grievant and the appropriate Union representative.
 - E. A policy grievance which affects a substantial number of employees may be presented by the Union at Step 2 of the grievance procedure.
 - F. The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the City and the Union, be binding.
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 Director of Human Resources within the time limits set forth in Section 3 herein. The Director, or his designee will arrange for a meeting with the grievant and Union Steward. This grievance meeting is to take place within ten (10) working days following the receipt of the grievance. The Director of Human Resources or his designee

shall provide a written response to the grievance within ten (10) working days after the grievance meeting has been held.

The Union Grievance Committee shall be composed of two (2) of the following: Union President, Vice-President, Chief Steward and Alternate Steward, and the Ohio Council 8 Staff Representative.

STEP 2:

If the Grievance has not been satisfactorily settled at Step 1, it shall be presented in writing by the Steward to the Director of Public Service and Safety within seven (7) working days after receipt of the Step 1 answer. The Director shall meet within ten (10) working days after the receipt of the appeal with the Union's Grievance Committee and the Grievant.

STEP 3:

If the grievance is not satisfactorily settled at Step 3 of the grievance procedure, the Union and the City shall submit notice to the Federal Mediation and Conciliation Services (FMCS), within thirty (30) working days of their need for mediation services. 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.

STEP 4 Arbitration:

If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of Step 3 mediated session, submit the grievance to final and binding arbitration. The Union shall notify by mail, the Federal Mediation and Conciliation Service (FMCS) and the City orally at the time of its intent to appeal the grievance. A copy of the letter to FMCS shall also be sent to the City. The parties shall choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. A coin toss shall be used to determine which party strikes first.

- a) In the event a grievance goes to arbitration, the arbitrator shall limit his/her decision to the interpretation, application, enforcement or compliance of specific articles of this Contract. The arbitrator shall act in a judicial, not legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Contract. He/she 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/her. The arbitrator shall issue a decision within 30 calendar days after submission of the case to him/her.
- b) The grievance procedure set forth in this Contract shall be the exclusive method of reviewing and settling disputes between the City, Bargaining Unit employees, and the Union, and all decisions of arbitrators consistent with Step 4 and all pre-arbitration settlements reached by the City and the Union shall be final, conclusive and binding on the City, the Union and the employees.
- 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. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance shall be heard on its merits before the same arbitrator.

- d) A grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the decisions as they relate to the grievance or any future grievances.
 - e) The costs 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, or the hearing room, shall be paid by the loser of the arbitration, except that in split wards or the reduction of discipline, the fees and expenses of the arbitrator shall be born equally by the parties. 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.
7. Within the time limits set forth in the grievance procedure and disciplinary action procedure, meetings shall be held at mutually convenient and acceptable times to the City and the Union.

ARTICLE 20: DISCIPLINE AND DISCHARGE

1. Whenever the City determines that an employee may be disciplined for just cause, a pre-disciplinary conference will be held within ten (10) calendar days of the alleged incident or ten (10) calendar days after the City is made aware of the incident. Any discipline shall be issued within ten (10) calendar days from the date of the pre-disciplinary conference.

Pre-disciplinary hearing notices should contain the following information:

- A. Name of the affected employee
 - B. Date of incident giving rise to discipline
 - C. Where incident occurred
 - D. Description of incident giving rise to the discipline
 - E. Charges
2. Discipline: The City shall not discipline any employee except for just cause and with due process. Disciplinary action shall be taken in progressive order as provided herein. Disciplinary action for related violations shall include the following:
 - A. Oral Reprimand: Only in the presence of a Steward
 - B. Written Reprimand: State reason for reprimand and send copy of letter to the Union
 - C. Suspension: Notice to be given in writing, stating charges, with copy to the Union

Before any of the above-stated actions may be taken, the Union must first be advised and have either the Chief Steward or other Union representative present while such action is being taken.

3. Discharge: The City shall not discharge any employee without just and proper cause. If, in any case, the City feels there is just cause for dismissal, the employee and his Steward and/or a Union representative will be notified in writing that the employee has been discharged and the reason for the discharge set forth.

However, an employee may be suspended or discharged immediately for such acts including, but not limited to the following: dishonesty or stealing, gross insubordination, intoxication or drinking intoxicating liquors or use of illegal drugs on City premises, deliberate destruction of employer's property or fighting.

The Union shall have the right to take said suspension, dismissal or discharge as a grievance at the 1st Step of the grievance procedure and the matter shall be handled in accordance with this

procedure through the arbitration step, if deemed necessary. Any employee exonerated or partially exonerated shall be given full compensation for all related lost time and restored all other rights, benefits, and other conditions of employment and all references to this incident shall be placed in the "Meritless Complaints" envelope.

All forms of discipline and discharge shall be solely administered by the Director of Public Service and Safety.

ARTICLE 21: PROBATIONARY PERIODS AND PROMOTIONS

1. New Hire Probationary Employees: New employees will be regarded as probationary employees until completing one hundred and twenty (120) days of actual work or nine (9) calendar months - which ever come first - as a full-time City employee. The employee will not receive any continuous service credit during the probationary period and may be laid off or discharged as exclusively determined by the City. Probationary employees continued beyond their probationary period shall receive full continuous service credit and seniority from the date of hiring.

It has been agreed upon between the parties that the new hire probationary period can be extended under the following conditions:

- a) The City has determined that additional work time is needed for the employee to demonstrate his/her ability to perform the job; and
 - b) Two (2) Union Officials (President and Vice-President and/or Secretary and/or Treasurer) agree to the extended probationary period.
2. Promotion: All employees promoted shall serve a probationary period not to exceed sixty (60) working days from the effective date of the promotion and shall be paid at the prevailing rate of pay. If the promoted employee does not successfully complete their probationary period, they shall be returned to their former position.

It has been agreed upon between the parties that the promotional probationary period can be extended under the following conditions:

- a) The City has determined that additional work time is needed for the employee to demonstrate his/her ability to perform the job; and
 - b) Two (2) Union Officials (President and Vice-President and/or Secretary and/or Treasurer) agree to the extended probationary period.
3. Discharge or Quits: If an employee is discharged with cause or quits and is later rehired, the employee shall be considered a new employee as to probationary period and subject to the provisions of Article 21, Section 1 herein.
 4. The City will immediately provide the Union with a copy of the appointment letter of all new employees hired or promoted by the City within the bargaining unit and such notice shall contain the name, address, department, job classification and the date of hire or promotion.

5. Posting of Job Openings: The City agrees to post any job openings, on all Union bulletin boards, occurring within the bargaining unit for a period of ten (10) working days after the City determines there is a vacancy. The qualified senior bargaining unit member shall be promoted. If no qualified bargaining unit member bids, the Director of Public Service and Safety may fill the position at his/her discretion. If a posted job is not filled within sixty (60) calendar days of the end of the initial bidding period, such job shall be re-posted prior to filling the position.
6. The City further agrees to post all Union bulletin boards within ten (10) working days after the posting period a notice showing the individual's name that was appointed to the position.
7. Temporary vacancies shall be filled by departmental seniority or as set forth in department rules as posted and agreed upon by the City and Union.
8. A promoted employee may return to their former position during the first half of their probationary period.

ARTICLE 22: HOURS OF WORK

- A. Normal Hours: The normal hours of work each day shall be consecutive, except for interruptions for lunch periods, as they exist on January 1, 1997, plus or minus one hour as mutually agreed upon by both parties. Reference to "consecutive hours of work" in the balance of this Article shall be construed generally to include lunch periods. Each workday shall have a regular starting and quitting time as existed for the 1996 calendar year. All paid hours shall be construed as hours worked
- B. Work Week: The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for employees engaged in unusual operations, who shall be covered by Department Work Rules.
- C. Work Period: For pay purposes, the work period shall consist of seven (7) days beginning the first shift on Sunday which begins at 11:00 p.m. Saturday.
- D. Work Day: Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute a normal work day, beginning with the starting time of the employee's work shift; however, under some circumstances these work hours may be changed by mutual agreement between the employee and their supervisor.
- E. Lunch: All employees who work at least (4) four hours of regular work day shall be allowed not less than thirty (30) uninterrupted minutes for a scheduled lunch period, except for other mutually agreed upon schedules with the Director of Public Service and Safety.
- F. Rest Periods:
1. There shall be two (2) fifteen (15) minute rest periods on each shift each work day. The rest periods, to the extent practicable, will be scheduled during the middle two (2) hours of each half shift but they may not be scheduled immediately before or after the meal period or at the start or end of a shift.
 2. When an employee works beyond his/her regular quitting time, the employee shall receive a fifteen (15) minute rest period if the employee works two (2) hours, but less than four (4) hours, for each four (4) hour period. In addition, a fifteen (15) minute paid meal period if the employee works four (4) hours or longer.
- G. Use of Benefit Hours: Salaried employees shall only account for time off for absences of more than eight (8) hours. Time off for lesser periods shall be at the discretion of the salaried employees with prior notification to the Director of Public Service and Safety or his/her designee and not chargeable to benefit hours.

ARTICLE 23: VACATIONS

Vacation Benefits – Employees shall be entitled to vacation under the following formula:

<u>Length of Service</u>	<u>Vacation</u>
After having completed 1 year of service	120 hours
After having completed 5 years of service	160 hours
After having completed 11 years of service	200 hours
After having completed 17 years of service	240 hours
After having completed 23 years of service	280 hours

Vacation Accumulation – If the employee’s pay is bi-weekly, vacation time shall be accumulated on a bi-weekly basis and shall be made known to the employee via their payroll check stub per the following formula:

<u>Length of Service</u>	<u>Vacation</u>
After having completed 1 year of service	4.615 hrs/pay period
After having completed 5 years of service	6.154 hrs/pay period
After having completed 11 years of service	7.692 hrs/pay period
After having completed 17 years of service	9.231 hrs/pay period
After having completed 23 years of service	10.769 hrs/pay period

Vacation Requirements – Each vacation period shall commence on any day of the week subject to the approval of the Department Head. Unused vacation time must be used within a period of three (3) years, therefore, the maximum hours an employee shall be permitted to carry past December 31 of any calendar year is as follows:

<u>Length of Service</u>	<u>Maximum Vacation Accumulation</u>
After having completed 3-4 years of service	360 hours
After having completed 5 years of service	400 hours
After having completed 6 years of service	440 hours
After having completed 7 years of service	480 hours
After having completed 11 years of service	520 hours
After having completed 12 years of service	560 hours
After having completed 13 years of service	600 hours
After having completed 17 years of service	640 hours
After having completed 18 years of service	680 hours
After having completed 19 years of service	720 hours
After having completed 23 years of service	760 hours
After having completed 24 years of service	800 hours
After having completed 25 years of service	840 hours

ARTICLE 24 : HOLIDAYS

1. The following days shall be holidays with pay for all bargaining unit employees:

January 1	The second Monday of October
The third Monday of January	November 11
The third Monday of February	Thanksgiving Day
The last Monday in May	The day after Thanksgiving
July 4	December 24
The first Monday of September	December 25

Employees may not be entitled to holiday pay unless they have worked the day preceding and the day succeeding each holiday, unless not scheduled for work on that day or otherwise properly excused from work. In the event that an employee's absence is due to illness and sick leave is used for the day preceding or the day succeeding the holiday, the appointing authority may require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave in order for the employee to be paid for the holiday. 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.

2. Employees shall observe holidays that fall on Saturday and Sunday in the following manner for consideration of pay purposes:

A. When one (1) of the holidays enumerated specifically by date above falls on a Sunday, the next following Monday shall be observed as a holiday.

B. When one (1) of the holidays enumerated specifically by date above falls on a Saturday, observance shall be on the proceeding Friday,

3. Days off shall run consecutively or individually so as not to interfere with the operation of the departments, as determined by the appropriate official of the department.

ARTICLE 25: PERSONAL DAYS

Employees shall be granted three (3) additional working days off each year as personal days in addition to the holidays enumerated in Article 24. Such days shall be approved by the respective Department Head and/or the Director of Public Service and Safety or the Mayor prior to the employee using them. These days shall be taken in the year given and the employee shall not be paid for days not taken.

For their first calendar year of employment, employees hired January 1 through June 30 will be permitted to take two (2) scheduled work days off. Employees hired July 1 through December 31 will be permitted to take one (1) scheduled work day off.

Personal days may be used in one (1) hour increments.

ARTICLE 26: SICK LEAVE

1. Sick Leave Credit: Each full-time employee 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.
2. Sick Leave Approval: The Safety Service Director or his/her designee, has the authority to approve the use of sick leave, which such approval shall not be unreasonably denied.
3. Sick Leave Procedure:
 - A. An employee may request to use sick leave under the following circumstances:
 - i. In case of their own illness, pregnancy, miscarriage, abortion, injury, exposure to contagious disease and recovery therefrom. Sick leave benefits may be subject to a physician's statement indicating the need to begin a maternity leave. Also, an additional statement shall be required indicating the employee's ability to return to the former position within a period normally not to exceed six (6) weeks from the date of the child's birth
 - ii. For attendance upon members of their immediate family whose illness or injury requires the care of the employee.
 - iii. For medical, dental, or optical examination or treatment of an employee or a member of their family.
 - iv. 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, and sister-in-law) the employee shall be granted up to five (5) consecutive days of bereavement leave and must include the day of the funeral. 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/her designee for special circumstances and emergencies. Any additional time shall be charged to the employee's accumulated sick leave or vacation leave. Two (2) days of accumulated sick leave may be used when the death is of a more remote relative.
 - B. Sick leave accruals with pay shall be charged against each employee in one quarter (1/4) hour increments.
 - C. The previously accumulated sick leave of an employee who has been terminated from the public service shall be placed to their credit upon reemployment in the public service provided they have not received compensation for unused sick leave at the time they separated and the reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

- D. The City shall continue to notify all employees of their accumulated sick leave credits with every pay check.
 - E. The Director of Public Service and Safety or his /her designee may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal.
4. Sick Leave - Unpaid: After an employee has exhausted his sick leave with pay, he may be granted, with approval of the Department Head and Director of Public Service and Safety or his/her designee, a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury and during this period the employer shall maintain hospitalization coverage, supported by medical evidence satisfactory to the Department Head and the Director of Public Service and Safety or his/her designee. If the illness or injury continues beyond six (6) months, the City may grant additional leave of absence with approval of the Department Head and the Director of Public Service and Safety or his/her designee.

ARTICLE 27: EXEMPLARY ATTENDANCE AWARD DAYS

1. In recognition of an employee's exemplary record of perfect attendance, employees who work all shifts as scheduled, except as outlined in paragraphs 5 and 6 below, shall be awarded additional personal days for exemplary attendance based on the following schedule:

1st calendar year	two (2) personal days
2nd consecutive calendar year	three (3) personal days
3rd consecutive calendar year and consecutive years thereafter	four (4) personal days

2. All personal days must be used within twelve (12) months of the time they are credited to the employee. If these days cannot be taken in the year given, because of the City's inability or refusal to provide for this time off, then the employee shall be paid or the time shall be carried over to the next year at the employee's option.
3. If after the first year of perfect attendance or thereafter, perfect attendance as defined in paragraph 1 above is broken, the employee must begin the cycle from the first year again.
4. When the employee uses sick leave, receives workers compensation wage benefits or goes without pay for any reason his/hers perfect attendance is broken.

ARTICLE 28: AUTHORIZED LEAVES

A. Personal Leave: An employee may be granted a leave of absence without pay for any reason except to seek employment elsewhere, for a period not to exceed ninety (90) calendar days, with the approval of the Department Head and the Director of Public Service and Safety or his/her designee.

B. Education Leave: An employee may be granted a leave of absence without pay for purposes of pursuing legitimate educational activities which directly relate to his/her job with the City, with approval of the Department Head and the Director of Public Service and Safety or his/her designee.

C. Jury Duty and Witness Leave: An employee called for jury duty or subpoenaed as a witness in a legal action shall be granted a leave of absence for a period of such jury or witness service, and will be compensated for the difference between his/hers regular pay and jury duty pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of:

1. His/her call to jury duty or witness duty
2. The amount received as jury or witness fee

D. Military Leave:

1. Local 2501 Members 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.

2. 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 Local 2501 Member is absent for the purposes of an examination to determine the fitness of the Local 2501 Member to perform any duty described in this division.

3. Except as otherwise provided in division (D) of this section, any Local 2501 Member 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 Local 2501 Member 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 Local 2501 Member shall lose the appropriate benefits (e.g. vacations) the lesser of the following:

- a. The difference between the Local 2501 Member's gross wages and the sum of the Local 2501 Member's gross uniformed pay and allowance received that month;
- b. Five hundred dollars (\$500.00)

4. No Local 2501 Member shall receive payments under division (B) of this section if the sum of the Local 2501 Member's gross uniformed pay and allowances received in a pay period exceeds the Local 2501 Member's gross wage for that period or if the Local 2501 Member is receiving pay under division (A) of this section.

5. Each Local 2501 Member 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.

E. Union Leave: Absence with regular pay shall be authorized to permit employees who are officers of the bargaining unit to attend meetings, conventions and seminars pertaining to union business or activities. Only personnel elected by their employee group, and certified by official notification from their employee group, shall be granted such leave. The representatives shall be chosen by the Union. The total cumulative number of release days granted per year shall not exceed fourteen (14) working days. Additional days may be granted upon approval of the Director of Public Service and Safety or his/her designee.

F. 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 (12) month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

1. An employee shall be granted a leave of absence for up to twelve (12) workweeks for one of the following reasons:
 - a. for the birth of or placement of a child for adoption or foster care; or
 - b. to care for an immediate family member (spouse, child, parent or parent-in-law) with a serious health condition; or
 - c. to take medical leave when the employee is unable to work because of a serious health condition.
2. Family and medical leave shall be limited as follows:
 - a. 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.

- b. 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.
 - c. The leave must be taken in consecutive eight (8) hour days except where it has been determined by a health care provider that it is "medically necessary" as related to a serious health condition to take a leave intermittently or by working a reduced workweek. The employee must provide second and third medical opinions and periodic recertification to determine that it is "medically necessary" when the city requires such at the City's expense.
 - d. 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.
 - e. 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.
 - f. During intermittent or reduced work hour leaves, only the time actually taken will be charged against the employee's twelve (12) week entitlement.
3. There is no requirement to exhaust paid leave benefits to be granted Family and Medical Leave.
4. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves.
- a. any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility;
 - b. 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
 - c. 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.
5. Health care providers include:
- a. doctors of medicine or osteopathy authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
 - b. 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-rays to exist) authorized to practice in the State and performing within the scope of their practice under State law; or

- c. 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
 - d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
6. 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.
7. Employees seeking to use family and medical leave must provide:
- a. thirty (30) day advance notice of the need to take family and medical leave when the need is foreseeable;
 - b. 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;
 - c. second and third medical opinions and periodic re-certification when the City requires such at the City's expense;
 - d. periodic reports during family and medical leave on the employee's status and intent to return to work;
 - e. a "fitness-for-duty" certification to return to work.

G. General Leave Provisions:

1. All unpaid leaves of absence (and any extensions thereof) must be applied for and granted or rejected within three (3) working days, in writing on forms to be provided by the Human Resources Department and with approval of the Department Head and the Director of Public Service and Safety or his/her designee. In emergency situations, the three (3) working day requirement may be waived.
2. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City and by and through approval of the Department Head and the Director of Public Service and Safety or his/her designee.
3. When an employee returns to work after any leave of absence, he/she will be assigned to the classification which he/she formerly occupied.

4. For purposes of ascertaining City-wide seniority, service time and departmental seniority, an employee shall be given credit therefore for any periods of time during which he/she was rightfully on any of the leaves provided by this Contract.

ARTICLE 29: SERVICE CONNECTED INJURY

A. Reporting Procedure: In the event of an injury while in the active discharge of duty, the employee shall be required to complete the following:

1. An "Injury Report" within forty-eight (48) hours of the time of injury, unless the nature of the injury requires a longer period of time.
2. If time is lost, a "Workers' Compensation Claim Form", within three (3) working 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 one hundred four (104) weeks.
3. If time is lost, an "Agreement to Reimburse" within three (3) working days of the date of lost time.

To 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. Failure to have the forms timely filed shall relieve the City from paying any Workers' Compensation Wage Benefit (B) to the employee for such injury. The employee shall then be entitled to any benefits the Bureau of Workers' Compensation may allow.

B. Payment of Workers' Compensation Wage Benefits: In the event of an injury while in the active discharge of duty and after completing the forms as stated in (A) the employee shall be paid Workers' Compensation Wage Benefits from the City instead of Temporary Total 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:

1. 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.
2. For the lost time up to one hundred four (104) weeks, the total wages the employee will receive shall be their gross pay less their normal federal, state and City income taxes. If the Internal Revenue Service in the future deems these wages to be taxable, the City shall pay the employee his/her gross pay.
3. For the lost time exceeding one hundred four (104) weeks, the employee shall be placed on Workers' Compensation leave of absence and be entitled to temporary total benefits from the Bureau of Workers' Compensation.
4. During the lost time due to injury for which the employee is receiving pay from the City, the employee shall not suffer any loss of fringe benefits or compensation under the terms and conditions of the Contract. 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.

5. 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, either in person or by phone, 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. Before terminating the employee's Workers' Compensation Wage Benefits, the City shall notify the employee in writing.

C. Bureau Determination Procedure: Any employee who is paid as specified in (B), shall abide by the following procedure:

1. If the Bureau of Workers' Compensation allows the claim, the wages paid for such claim shall be approved.
2. If the Bureau of Workers' Compensation disallows the claim, the wages paid for the lost time shall be recovered from the employee in such order as follows:
 - a. Reduction of sick leave balance
 - b. Reduction of vacation balance
 - c. Payroll Deduction
3. After B above has been followed, 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.

D. 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.

E. Light Duty: The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties.

F. 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 and referred to by his/her prescribing physician.

This 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 approved 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 leave or return to work in either his/her regular job or light duty work.

If it is determined by the facility and verified by his/her 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 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 this Contract.

ARTICLE 30: 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.
4. Coverage shall be provided until the end of the month of retirement.

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: As per attached Summary of Benefits.

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 eight (8) pages Exhibit B or Option 2 is eight (8) pages

**City of Warren
Blue Access® (PPO) - Local #2501**

Exhibit A –Option 1

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$250/\$500	\$500/\$1,000
Out-of-Pocket Limit (Single/Family)	\$625/\$1250	\$1,500/\$3,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: allergy injections (PCP and SCP) allergy testing MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products	\$25 \$25 10% 10% 10%	30% 30% 30% 30%
Preventive Care Services 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.	No Cost Share	30%
Emergency and Urgent Care Emergency Room Services facility/other covered services (copayment waived if admitted) Urgent Care Center Services MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products Allergy injections Allergy testing	10% \$25; then 100% 10% 10% 10%	10% \$25; then 100% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services including but not limited to: Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services	10% 0% 10%	30% 0% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 30 visits Speech therapy: 30 visits	\$25/\$25 10%	30% 30%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional	10% \$25/\$25 10% Benefits provided in accordance with Federal Mental Health Parity	30% 30% 30%
Human Organ and Tissue Transplants³ Acquisition and transplant procedures, harvest and storage.	No Cost Share	30%

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 (and 4, if applicable) Network Retail Pharmacies: (30-day supply) Home Delivery Service: (90-day supply) Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits. Mandatory Mail-in for all maintenance prescriptions. Erectile dysfunction Drugs	 \$10/\$25/\$35/25% w \$150 max \$20/\$50/\$70/25% w \$150 max Not covered	 50%,min. \$35 Not covered Not covered

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:

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.

**City of Warren
Blue Access® (PPO) - Local #2501**

Exhibit B- Option 2

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$750/\$1,500	\$1,500/\$3,000
Out-of-Pocket Limit (Single/Family)	\$2,500/\$5,000	\$5,000/\$10,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> ○ allergy injections (PCP and SCP) ○ allergy testing ○ diabetic education (regardless of outpatient setting) ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$35 \$40 20% 20% \$35 20%	40% 40% 40% 40% 40%
Preventive Care Services <ul style="list-style-type: none"> ○ 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. 	No Cost Share	40%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> ○ facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products ○ Allergy injections ○ Allergy testing 	 \$150/20% \$75 20% 20% 20%	 \$150/20% \$75 40% 40% 40%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> ○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	20%	40%

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 90 days for skilled nursing facility 	20%	40%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia 	20%	40%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services 90 visits (excludes IV Therapy) (Network/Non-Network combined) Durable Medical Equipment, Orthotics and Prosthetics Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	20%	40%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Cardiac Rehabilitation 36 visits Pulmonary Rehabilitation 20 visits Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 30 visits Speech therapy: 30 visits 	No Cost Share 20%	No Cost Share 20%
Accidental Dental: Unlimited per accident (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	40%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	20% \$35/\$40 20% Benefits provided in accordance with Federal Mental Health Parity	40% 40% 40%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	No Cost Share	40%

Covered Benefits	Network	Non-Network
Prescription Drugs Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> ○ Network Retail Pharmacies: (30-day supply) Includes diabetic test strip ○ Home Delivery Service: (90-day supply) Includes diabetic test strip ○ Mandatory Mail-in for all maintenance prescriptions. ○ Erectile dysfunction Drugs Member may be responsible for additional cost when not selecting the available generic drug. 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. Out of Pocket Limit:: None Not covered	 50%, min. \$40 Not covered Not covered

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:

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.

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Blue View Vision – Full Service City of Warren

At Anthem Blue Cross and Blue Shield, we understand that vision benefits are essential to maintaining your overall health and well-being. After all, a slight miscorrection in eyesight can reduce productivity by 10% and work accuracy by nearly 40%. Computer eyestrain can reduce productivity between 10 and 50%.¹

Blue View Vision, our vision program, provides a cost-effective vision plan that includes exams and eyewear available through a broad range of eye care providers and locations. The plan is easy to use and offers savings beyond basic coverage. Blue View Vision provides you with an innovative vision program to meet your unique needs and improve your overall wellness.

Finding a Blue View Vision Provider

Blue View Vision has an extensive national network of participating providers contracted under a vendor agreement with EyeMed Vision Care. You can easily find a provider conveniently located near you. Nationally, we contract with independent optometrists and ophthalmologists as well as retail locations such as LensCrafters®, Target Optical, Sears Optical, JCPenney Optical, and most Pearle Vision locations. Please call Blue View Vision at (866) 723-0515 if you have questions about your vision benefits or need to locate a provider.

Using a Participating Provider

By using a participating provider, you minimize your out-of-pocket expenses and receive the benefits of not having to hassle with paperwork, since the participating provider verifies your eligibility and obtains all the necessary information. You simply pay your copayment and any remaining balance at the time of your appointment.

Blue View Vision providers offer you discount pricing, which is significantly below retail. You receive substantial savings (15%-40% or more) on most additional eyewear pair purchases, conventional contact lenses, lens treatments, specialized lenses and various sundry items.

Using a Non-Participating Provider

If you choose to go to a non-participating (non-network) provider, you must pay the provider directly at the time of service. Out-of-network claims must be submitted by you. Simply submit a claim for reimbursement. When using a non-participating provider, your coverage may be limited and your out-of-pocket expenses may be greater.

Covered Benefits	Member Benefit From Blue View Vision Network Provider	Non-Network Reimbursement
Vision Examination including dilation and refraction as needed. Covered once every 12 months .	\$10 copayment	Up to \$42
Prescription Lenses (Pair) Standard plastic lenses up to 55 mm; and all ranges of prescriptions Covered once every 12 months .	\$20 copayment	
<ul style="list-style-type: none"> • Single Vision Lenses (pair) • Bifocal Lenses (pair) • Progressive Lenses (pair) • Trifocal Lenses (pair) 	*see discount information below	Up to \$40 Up to \$60 Up to \$60 Up to \$80
Frames Covered once every 24 months .	\$20 copayment, up to \$130 retail value	Up to \$45
Contact Lenses (in lieu of frame and lens benefits) Covered once every 12 months .		
<ul style="list-style-type: none"> • Contact Lenses (Elective) • Contact Lenses (Non-Elective) 	\$20 copayment, up to \$130 retail value \$20 copayment	Up to \$105 Up to \$210
Lens Options	Member Cost for Upgrades	
UV Coating	\$15	Discounts on lens option upgrades are not available out-of-network.
Tint (Solid & Gradient)	\$15	
Standard Scratch-Resistance	\$15	
Standard Polycarbonate	\$40	
Standard Progressive (Add-on to bifocal cost)*	\$65	
Standard Anti-Reflective Coating	\$45	
Other Add-ons and Services	20% off retail	

¹ Jan. '04 Issue of Optometry: Journal of the AOA

Anthem Blue Cross and Blue Shield is the trade name of: In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In most of Missouri: Anthem Blue Cross and Blue Shield as the trade name for RightChoice® Managed Care, Inc. (RMC), Healthy Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO Missouri. In Wisconsin: Blue Cross and Blue Shield of Wisconsin (BCBSW) underwrites or administers the PPO and indemnity policies. Corporate Health Business Insurance Corporation ("Corporat") underwrites or administers the HMO policies, and Corporate and BCBSW collectively underwrite or administer the PPO policies. Life and disability products are underwritten by Anthem Life Insurance Company (ALIC). Independent licensees of the Blue Cross and Blue Shield Association. *Anthem is a registered trademark. The Blue Cross and Blue Shield names and symbols are the registered marks of the Blue Cross and Blue Shield Association.



Blue View Vision Exclusions & Limitations

This is a primary vision care benefit and is intended to cover only eye examinations and corrective eyewear. Materials and any items not covered above may be purchased at discount pricing from a Blue View Vision provider. In addition, benefits are payable only for expenses incurred while the group and insured person's coverage is in force.

- The schedule above represents the plan allowance toward eligible benefits and may not cover all charges.
- The next frequency of the eligible benefits are based upon last date of service.
- The lens option discount program is listed above for informational purposes only. It is subject to change without notice and is not included in the Certificate of Insurance.
- Insured members receive 20% off the balance over the plan allowance for frames and 15% off the balance for conventional contact lenses.
- See the Certificate of Insurance (Certificate) for definitions of elective and non-elective contact lenses.

Experimental or Investigative. Any experimental or investigative services or materials.

Crime or Nuclear Energy. Conditions that result from: (1) insured person's commission of or attempt to commit a felony; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.

Uninsured. Services received before insured person's effective date or after coverage ends.

Excess Amounts. Any amounts in excess of covered vision expense.

Vision Exams or Tests. Any routine examinations required by an employer in connection with your employment.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if insured person does not claim those benefits.

Government Treatment. Any services actually given to the insured person by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if insured person is not required to pay for them or they are given to the insured person for free.

Services of Relatives. Professional services or supplies received from a person who lives in insured person's home or who is related to insured person by blood or marriage.

Voluntary Payment. Services for which insured person is not legally obligated to pay. Services for which insured person is not charged. Services for which no charge is made in the absence of insurance coverage.

Not Specifically Listed. Services not specifically listed in this plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the insured person and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Eye Surgery. Any medical or surgical treatment of the eyes and any diagnostic testing. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Sunglasses. Sunglasses and accompanying frames.

Safety Glasses. Safety glasses and accompanying frames.

Hospital Care. Inpatient or outpatient hospital vision care.

Orthoptics. Orthoptics or vision training and any associated supplemental testing.

Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.

Cosmetic Options. Blended lenses/no line, oversize lenses, progressive multifocal lenses, photochromatic lenses, tinted lenses, coated lenses, cosmetic lenses or processes, and UV-protected lenses.

Lost or Broken Lenses or Frames. Any lost or broken lenses or frames, unless insured person has reached a new benefit period.

Combined Offers. Not combined with any offer, coupon, or in-store advertisement.



Summary of Benefits

Dental Benefit Summary

Group ID:	00487523	Coverage Type:	Contributory
Group Name:	CITY OF WARREN	Class:	0001 ALL ELIGIBLE EMPLOYEES
Waiting Period:	30 day(s)	As of Date:	09/23/2013

Plan Information

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

Coverage Information

	Dental - DentalGuard Pref NAP - Ohio	
What's the most cost-effective way to use dental insurance?	You may go to any dentist, however those who belong to the Dental - DentalGuard Pref NAP - Ohio network will be most cost effective.	
	In Network	Out of Network
Calendar year deductible	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
Calendar Year Maximum Benefit	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
Lifetime Orthodontia Maximum	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
Maximum rollover	Not Available	Not Available
Monthly Switch	Not Available	Not Available
	How much does the plan pay?	How much does the plan pay?(as a percentage of reasonable and customary.)
Office Visit Co-pay (one office visit may cover multiple services)	None	None
Preventive Care:	100%	100%

Dental - DentalGuard Pref NAP - Ohio		
What's the most cost-effective way to use dental insurance?	You may go to any dentist, however those who belong to the Dental - DentalGuard Pref NAP - Ohio 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%
Basic Care:	80%	80%
Fillings (one surface)	80%	80%
General Anesthesia ¹	80%	80%
Scaling & Root Planing (per quadrant)	80%	80%
Simple Extractions	80%	80%
Major Care:	80%	80%
Dentures	80%	80%
Single Crowns	80%	80%
Orthodontia	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.

ARTICLE 31: LIFE INSURANCE

Life insurance benefits shall be as follows:

Life Insurance
\$20,000

Accidental Death and Dismemberment Insurance
\$20,000

ARTICLE 32: TERMINATION OF CONTRACT

- A. Except as otherwise provided elsewhere in this Contract, this Contract shall terminate at the expiration of ninety (90) days after either party shall give written notice of termination, modification, and/or reopening 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, change, or terminate this Contract.
- C. All provisions of this Contract shall remain in effect or become effective as provided for and shall remain in effect until December 31, 2016 and shall remain in effect thereafter 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. There shall be no strikes or lockouts during the one ninety (90) day period while the parties are attempting to reach an agreement.
- 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 or electronically delivered (SERB), addressed when to the City, Director of Public Service and Safety, (or his/her designee) City of Warren, Ohio, 391 Mahoning Ave., N.W., Warren, Ohio 44483-4634 or to the Union, AFSCME Ohio Council 8, Staff Representative, 150 S. Four Mile Run Rd., Youngstown, Ohio 44515.

ARTICLE 33: NO STRIKE - NO LOCKOUT

1. No Strike: During the term of this Contract, neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, mass absenteeism, mass resignations, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing.
2. No Lockout: The City will not lockout any employees during the term of this Contract as a result of a labor dispute with the Union so long as there is good faith compliance with this Article.
3. Informational Picketing: This provision does not exclude or interfere with the right of the organization and its members to engage in informational picketing.

ARTICLE 34 - DRUG AND ALCOHOL TESTING

I. PURPOSE:

To develop a clear policy and procedure for a safe, secure and healthful work environment which involves representatives of all departments of the City with Union employees in shaping the alcohol and drug policy to assure a DRUG FREE WORKPLACE, and

To address the issue of the trend and perception of increased substance abuse by City employees, and

To assure that the policy is (1) formulated in accordance with workplace needs, (2) implemented in conjunction with the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program and the Union Contract, and (3) employs systematic, reliable, and confidential methods.

II. POLICY:

The following provisions are being established to ensure and maintain that the City of Warren's Union employees remain free from drug and alcohol abuse:

- I. Provide for reasonable suspicion alcohol and drug testing for Union employees.
- II. The procedure shall mirror that required by the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program.

III. DEFINITIONS:

The following definitions apply to this established program:

- A. ALCOHOL BREATHALYZER TEST – A breath test used to measure blood alcohol level in accordance with Ohio Revised Code § 4511.19.
- B. DRUG SCREENING TESTS (Forensic Urine Drug Screen – 4) – A urinalysis test administered under approved conditions and procedures to detect any of the following: Amphetamines\Methamphetamines, Barbiturates (Phenobarbital, Secobarbital, Bupalbital), Benzodiazepines (Valium, Serax, Librium), cannabinoids (Marihuana), Cocaine Metabolites (Benzoylcegonine, Ecgonine), Methadone (Dolophine), Opiates (Morphine, Codeine, Hydrocodone), Phencyclidine (PCP), Propoxyphene (Darvon).
- C. EMPLOYEE(S) – All Union employees.
- D. POSITIVE TEST –When (1) a drug screening test indicates the presence of a controlled substance, (2) a alcohol breathalyzer test indicates a blood alcohol level of .1 or greater, (3) an employee refuses to submit to a drug and alcohol test, (4) an employee engages in any conduct that clearly obstructs the testing process or (5) an employee adulterates the urine sample.

- E. 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. **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).**

IV. PROCEDURE:

A. DRUG SCREENING OR ALCOHOL TESTING RESULTING FROM REASONABLE SUSPICION INCLUDING POST INJURY/ACCIDENT

1. Drug Screening

- a. The Director or his/her 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.
- b. A urine specimen will be acquired in accordance with established procedures. An accredited laboratory will conduct analysis of the urine specimen to determine the levels of any controlled substance.

2. Alcohol Breathalyzer Test:

- c. The Director or his/her designee shall order an alcohol breathalyzer test immediately when there is reasonable suspicion that any employee is under the influence of alcohol and that this use may present a risk to their safety and that of fellow employees or the public.
- d. A certified provider, in accordance with established procedures, will administer the alcohol breathalyzer test.

B. EMPLOYEE RESPONSIBILITY:

1. All employees shall abide by the terms of this policy.
2. All employees shall immediately notify the Director if involved in any on the job injury that requires medical treatment.
3. All employees shall immediately notify the Director if they are involved in any vehicular accident creating substantial property damage exceeding five hundred dollars (\$500.00).

4. After notifying the Director, the employee will be directed to report to the appropriate site(s), as determined by the City, for a drug and alcohol test. The Director will assign a designated driver to transport the employee to the appropriate testing site(s). Depending on the time of injury or accident, an employee may be required to go to multiple sites to receive the required testing.
5. All employees shall notify the Director immediately if a drug or alcohol test is not administered for any reason at any of the testing site(s).
6. All employees shall take a Injury/Accident Drug and Alcohol Test Verification Form to the testing site(s) for completion and return form to their supervisor.

C. SUPERVISOR'S RESPONSIBILITY:

1. All supervisors shall abide by the terms of this policy.
2. All supervisors shall be aware of the proper testing sites, as determined by the City, that are available for employees to receive the mandatory drug and alcohol tests.
3. If necessary, supervisors will make a dollar assessment of any property damage if an employee is involved in a vehicular accident. If a supervisor is uncertain of the dollar amount of property damage, they must seek a monetary estimate as soon as possible to validate if property damage is in excess of five hundred dollars (\$500.00), which would mandate an employee to receive a drug and alcohol test.
4. All supervisors shall immediately order an employee to report to the appropriate testing site(s) if an employee is injured and seeks medical treatment or if an employee is involved in a vehicular accident creating substantial damage exceeding five hundred (\$500.00). Supervisors shall assign a designated driver to transport the employee.
5. All supervisors shall ensure that employees have a Injury/Accident Drug and Alcohol Test Verification Form to take to the testing site(s) if an employee is injured and requires medical treatment or if an employee is involved in a vehicular accident involving substantial damage exceeding five hundred dollars (\$500.00).
6. If a supervisor detects that an employee is under the influence of drugs and/or alcohol, he or she shall complete a signed written record of the observations leading to a controlled substance reasonable suspicion test within twenty-four (24) hours of the observed behavior, or before the results of the controlled substances test are released, whichever is earlier.

V. ACTION TO BE TAKEN:

- A. Employees who have a “positive test” shall be subject to disciplinary action up to and including discharge.

VI. ATTACHMENT:

- A. Notice of Drug and Alcohol Testing Due to Injury/Accident
- B. Injury/Accident Drug and Alcohol Test Verification Form

ATTACHMENT A

TO:

Ref: **NOTICE OF DRUG AND ALCOHOL TESTING DUE TO INJURY/ACCIDENT**

Be advised,

You are required to obtain both a drug screen and alcohol breathalyzer test.

You shall immediately report to the following location(s) for the required tests as soon as possible.

[Circle the tests for the facility(ies) utilized]

St. Joseph Health Center-E.R.
667 Eastland Avenue, S.E.
(330) 841-4000
Hours: **Open 24 Hours**
Testing Available: **Drug Only Testing**

Corporate Care
1296 Tod Place, N.W.
(330) 306-5030
Hours: **7:00 a.m. to 11:00 p.m.**
Testing Available: **Drug and Alcohol**

Elm Road Immediate Care – Valley Health
2630 Elm Road, Cortland, Ohio 44410
(330) 841-3000
44483
Hours: **9:00 a.m. to 9:00 p.m.**
Testing Available: **Drug and Alcohol Testing**

Trumbull Memorial Hospital-E.R
Valley Health
1350 East Market Street, Warren, Ohio

(330) 841-9221
Hours: **Open 24 Hours**
Testing Available: **Drug Testing Only**

Warren Police Department
141 South Street, Warren, Ohio 44483
through
(330) 841-2512
Police Dept.)
Hours: **Open 24 Hours**
Testing Available: **Alcohol Testing Only**

Ohio State Patrol Barracks (as coordinated
Warren Burton Road the Warren
Southington, Ohio
Hours: **Open 24 Hours**
Testing Available: **Alcohol Testing Only**

Supervisor's Signature

Date

Time

ATTACHMENT B

INJURY/ACCIDENT DRUG AND ALCOHOL TEST VERIFICATION FORM

St. Joseph Health Center-E.R.
Corporate Care

Trumbull Memorial Hospital-E.R.
Warren Police Department

Elm Road Immediate Care – Valley Health, or

Ohio State Patrol Barracks

[Circle the facility conducting the test(s)]

_____ is required to obtain a drug screen and/or
NAME

breathalyzer test **[circle the test(s) that apply]** from your facility.

Please complete the following as they apply:

Drug Test sample collected yes no Date _____ Time _____

Sample collected by _____

Alcohol Test administered yes no Date _____ Time _____

Sample collected by _____

If the test could not be completed, please explain why? _____

Signature

***This form is to be returned by the employee to his/her supervisor.**

ARTICLE 35 - LAYOFF AND RECALL

Section 1: Whenever it becomes necessary to layoff bargaining unit employees, because of lack of work, lack of funds, change in methods or other good cause shown, the employees shall be laid off in the following order:

- A. Employee(s) who have not completed their new hire probationary period;
- B. Employee(s) who have completed their new hire probationary period.

Section 2: The following communications will be made by the City prior to any layoff affecting bargaining unit employee(s):

- A. The City will meet with the Union and review the specific employee(s) that will be affected by the planned layoff. An employee scheduled for layoff may "bump" any bargaining unit member with less city-wide seniority provided they meet the qualifications of that position as provided in the job description. Any employee displaced by the "bumping" process may exercise their right to "bump" once they are scheduled for layoff. The employee shall notify the city of their intent to bump within four (4) calendar days of knowledge of a scheduled layoff.
- B. The Union will receive copies of all layoff notices.
- C. All affected regular full-time employee(s) shall be given a minimum of fourteen (14) calendar days' advance written notice of their layoff, by certified mail at their last known address.

Section 3: In the event employee(s) are laid off, they may, upon request, receive payment for earned but unused vacation benefits, for a one (1) year period as quickly as possible. The City agrees that such payment will not be later than thirty (30) days after the layoff.

Any laid-off employee who has earned but unused vacation benefits, which he wasn't compensated for per the above paragraph, shall receive the same vacation balance upon his return to work or be paid for such time thirteen (13) months after the layoff date.

Section 4: When it is necessary to increase the work force in job classification(s) or department(s) which were affected by layoff, the employee(s) displaced from that job classification(s) or department(s) will be eligible for recall.

Section 5: Employee(s) on layoff will be given fourteen (14) calendar days' notice of recall from the date on which the City sends the recall notice to the employee(s) by certified mail (to their last known address as shown on City records).

Section 6: Unless otherwise provided for in this Agreement, employees shall not be eligible for benefits when on layoff status.

Section 7: If the layoff is for lack of funds, no new service employees shall be hired regardless of how funded until all employee(s) on layoff status have been recalled or are offered recall.

ARTICLE 36
PLEDGE AGAIST DISCRIMINATION, COERCION AND HARASSMENT

Section 1:

Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights Law, Fair Employment Practice Act, and other similar constitutional and statutory requirements. Therefore the City and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, sex, age or Union status.

Section 2:

The City agrees not to interfere with the rights of employees to become members of the union and there shall be no disparate treatment, interference, restraint or coercion by the City or any City representative against any employee because of Union membership, or because of any legal employee activity in an official capacity on behalf of the Union.

Section 3:

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

Section 4:

The Employer agrees that employees shall not suffer general or sexual harassment at the workplace. The Union can submit such complaint directly to Step 3 of the grievance procedure. Sexual harassment is not a consenting relationship between adults and is defined as including but not limited to: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

General harassment is defined as any conduct other than sexual harassment that has a purpose or effect of creating an intimidating or hostile work environment that unreasonably interferes with an individual's work performance.

ARTICLE 37 – CONTRACTING OUT

The City agrees that work normally performed by employees in the bargaining unit shall not be contracted to another individual or independent contractor; provided that employees in the bargaining unit are available and there is available the required equipment and the task to be performed efficiently within the required time to complete such task or project. The City shall not contract work normally done by bargaining unit employees on layoff status.

ARTICLE 38: PAY CHECK DISBURSEMENT

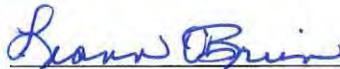
Employees shall receive their pay on a biweekly basis through direct deposit. The City will make its best efforts to insure that payroll deposits are made no later than 12:01 a.m. on each Friday of a pay week. Any fees assessed to the employee(s) checking account resulting from failure of the City to deposit the employee(s) pay by the close of business on pay day Friday shall be paid by the City.

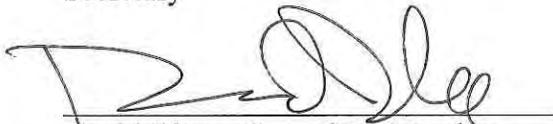
The parties hereto have executed this Contract by their duly authorized representatives this 12th day of June, 2014.

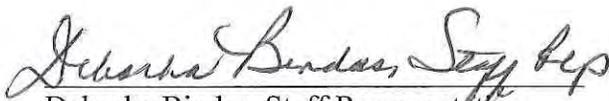
AFSCME, Local 2501

BY: 
Daniel J. Sferra, Jr.,
President


James Black,
Vice President

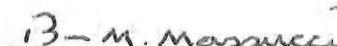

Leann O'Brien,
Secretary

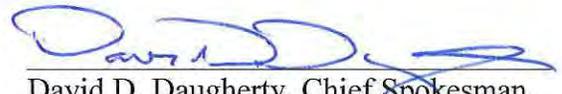

David Sferra, Committee Member


Deborha Bindas, Staff Representative
AFSCME, Ohio Council 8

CITY OF WARREN

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


Brian M. Massucci
Director of Human Resources


David D. Daugherty, Chief Spokesman
Personnel Supervisor